



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, February 18, 2026 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Mayor's Comments

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,933,934.47 For The Period Ending February 28, 2026 Through March 6, 2026.

Documents:

[RES_CLAIMS PAYABLE 030626.PDF](#)

(2) Adopt Resolution Authorizing Electronic Transfer Claims Against The City Of Everett In The Amount Of \$12,138,066.77 For The Period Of January 1 Through January 31, 2026.

Documents:

[EFT COUNCIL RESOLUTION 2026-01 CORRECTED.PDF](#)

(3) Authorize The Mayor To Sign The Collective Bargaining Agreement Between The City And IAFF For 2026-2029.

Documents:

[IAFF COLLECTIVE BARGAINING AGREEMENT.PDF](#)

(4) Approve Amendment 3 To Invitation For Bid 2023-157 Vehicle Upfit And Service Bodies And Authorize The Mayor To Sign Amendment 3 With Aalbu Brothers Fabrication.

Documents:

[VEHICLE UPFIT AND SERVICE BODIES AMENDMENT 3 AALBU BROTHERS.PDF](#)

(5) Authorize The Mayor To Sign Amendment No. 1 To The Professional Services Agreement With GeoEngineers For Monitoring Services At The Diking Improvement District Advance Mitigation Site In The Amount Not To Exceed \$25,600.

Documents:

[DIKING IMPROVEMENT DISTRICT NO. 5_ADVANCE MITIGATION SITE_PSA.PDF](#)

(6) Approve Contract Change Order No. 9 To The Construction Contract With Granite Construction Company For The Edgewater Creek Bridge Replacement Project In The Amount Of \$885,802.27 For A Revised Total Amount Not To Exceed \$27,348,945.37.

Documents:

[GRANITE_ECBR_CHANGE ORDER 9.PDF](#)

PROPOSED ACTION ITEMS:

(7) CB 2602-10 – 2nd Reading - Adopt An Ordinance To Amend And Close A Special Improvement Project Entitled “Kiwanis Park Renovations”, Fund 354, Program 090, As Established By Ordinance No. 4004-24. (3rd & Final Reading 3/25/26)

Documents:

[CB 2602-10.PDF](#)

(8) CB 2602-11 – 2nd Reading - Adopt An Ordinance Amending Ordinance No. 4023-24 “Main Library HVAC Replacement Project”, Fund 342, Program 041, To Accumulate All Project Costs For The Project. (3rd & Final Reading 3/25/26)

Documents:

[CB 2602-11.PDF](#)

(9) CB 2602-12 – 2nd Reading - Adopt An Ordinance Creating A Special Construction Project Entitled “Police Property Room Facility Tenant Improvement”, Fund 342, Program 056, To Accumulate Design Costs For The Project. (3rd & Final Reading 3/25/26)

Documents:

[CB 2602-12.PDF](#)

(10) CB 2603-13 – 2nd Reading - Adopt An Ordinance Amending EMC 14.04.160, 14.16.650, 14.16.660, 14.16.700, Improving Administration Of Late Utility Payments. (3rd & Final Reading 3/25/26)

Documents:

[CB 2603-13.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

(11) CB 2603-14 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled “PGSF WMVD Storm And Combined Sewer Improvements” Fund 336, Program 037 And Repealing Ordinance No. 3967-23. (3rd & Final Reading 4/01/26)

Documents:

[CB 2603-14.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/everettcity).

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov or call the Council offices at 425.257.8703.

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.



RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

That the claims made by electronic transfer against the City of Everett for the month January 1 through January 31 2026, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	397,243.53
101	Park	18,686.71
110	Library	10,191.35
112	Community Theater	1,301.57
119	Public Works - Street Imp	335.84
120	Streets	5,091.57
126	Moter Vehicle/Equip Repl	1,511.47
138	Hotel/Motel	512.16
145	ESCROQ	270.00
146	Parking Lot Reserve	813.37
148	Municipal Art Fund	3,611.32
151	Animal Reserve	16,480.44
152	Library Reserve	873.37
153	EMS	15,606.41
155	Gen Gov Spec Proj	4,308.02
156	Criminal Justice	27,659.70
197	CHIP	549.93
342	City Facilities Construction	459.75
401	Utilities	541,076.25
402	Solid Waste Utility	803.21
425	Transit	58,323.06
430	Everpark Garage	1,695.00
440	Golf	117,415.88
501	Transportation Services	121,879.11
503	Self-Insurance Fund	677,384.04
505	Computer Reserve Fund	15,591.77
507	Telecom	34,046.15
508	Health Benefits Reserve	1,552,742.15
637	Police Pension	114,771.21
638	Fire Pension	85,748.14
661	Payroll Withholding	8,309,926.25
670	Custodial Funds	1,158.04
TOTAL CLAIMS		
BY ELECTRONIC TRANSFER		12,138,066.77

Councilmember Introducing Resolution

Passed and approved this ____ day of _____, 2026

Council President

Project title: IAFF Collective Bargaining Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 3/18/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes X No

Attachments:

2026-2029 IAFF CBA

Department(s) involved:

Human Resources
Fire

Contact person:

Kandy Bartlett

Phone number:

425-257-8767

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: IAFF Collective Bargaining Agreement

Partner/Supplier: Everett Firefighters Local #46

Location: NA

Preceding action: NA

Fund: 032/153

Fiscal summary statement:

The City budget in 2026 allocated funds for the anticipated Everett Firefighters Local #46 (IAFF) contract settlement. A budget amendment is not anticipated.

Project summary statement:

The IAFF collective bargaining agreement (CBA) expired on December 31st, 2025. After several negotiation meetings, a settlement was reached. The contract economic terms are aligned with comparable fire contracts and intended to strengthen the City's ability to promote and retain qualified IAFF personnel.

IAFF members are currently voting on the contract, and it's anticipated that it will be ratified by the members on Monday March 9, 2026. Highlights of the successor agreement include:

- 4-year contract
Wage adjustments:
2026 -3.75% Wage Adjustment
2027 - 4% Wage Adjustment
2028 - 3.75% Wage Adjustment
2029 - 100% CPI (min 2% and max 5%)
Increase deferred compensation to 6.2% (in lieu of Social Security and consistent with comparable Fire departments)
Add two members to specialty units (Hazmat, Marine Team, Rescue Swimmers)
Changed education from Fire Degree to AA Degree (aligned with EPOA)
Increased Employee Share of Medical Premiums (10% to 12%)

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Collective Bargaining Agreement between the City and IAFF for 2026-2029.

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF EVERETT, WASHINGTON

and

EVERETT FIREFIGHTERS, LOCAL NO. 46

EFFECTIVE: January 1, 2026, through December 31, 2029

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ARTICLE 1 - AGREEMENT

The rules contained herein constitute an agreement between the City of Everett, Washington, hereinafter referred to as the "City," and the Everett Firefighters Local No. 46 of the International Association of Firefighters, hereinafter referred to as the "Union," governing wages, hours, and working conditions of employment for members of the bargaining unit. Any references herein to gender shall be deemed to include both genders.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for Fire Department employees in the classifications listed in Article 9.

The Union represents all employees through the rank of Division Chief.

ARTICLE 3 - PAYROLL DEDUCTIONS

Upon receipt of a written and signed form from the employee authorizing payroll deduction, the City shall each month deduct Union dues and assessments from the employee's wages in the manner prescribed by law. The amount so deducted shall be mailed each month to the Union.

Payroll deduction errors shall be adjusted within thirty (30) days after they become known and the Union, any employee or the City shall refund to the other any amounts paid, received or incorrectly withheld in error.

The City shall be held harmless from any and all claims by the Union or the employees against the City which may arise of the City's compliance with this Article and/or Article 2 (Recognition), unless such claim is based upon an error by the City. An employee may revoke authorization for payroll deduction of payments to the Union by written notice to the City. The City will cease the dues deduction the next scheduled pay period following the notice of revocation of authorization. The City shall notify the Union within 15 working days when it receives notice of revocation.

ARTICLE 4 - UNION SECURITY

Section 1. Within thirty (30) days of hire or transfer into the bargaining unit, each employee shall attend a one-hour orientation session with a designated Union representative. The purpose of the orientation is for the Union to provide information related to coverage under this CBA and enrollment in Union membership. The City and the Union agree that employees covered under this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, make an election whether or not to become a member of the Union in good standing. Employees desiring to become a member of the Union shall advise the City with an "opt/in" letter provided by the Union that authorizes the withholding of regular Union dues. Employees desiring not to become and/or remain a member of the Union shall advise the City with an "opt/out" letter provided by the Union.

Section 2. Upon written authorization from an employee within the bargaining unity, the employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Union and shall transmit the same to treasurer of the Union. Any employee who has submitted written authorization but thereafter seeks to discontinue such payment may do so effective by the next pay period.

Section 3. The City will provide a monthly written report to the Union transmitted with transfer of deducted dues owed to the Union ("the transferred amount"). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual; 2) a list of all employees who did not have dues withheld as part of the transferred amount; 3) a list of all employees commencing employment since the preceding report; and 4) all employees in the preceding month who requested discontinuance of payroll deduction of dues.

Section 4. The parties recognize that the Union may impose service charges to the extent permitted by law upon nonmembers.

ARTICLE 5 - DISCRIMINATION

The City agrees not to discriminate against any employee for activity in behalf of or membership in the Union. The City and the Union agree not to discriminate against any person or employee because of color, gender, race, religion, national origin, age, genetic information, ethnic background, marital status, sexual orientation, honorably discharged veteran or military status, or the presence of physical, mental or sensory disability unless it is a bona fide occupational qualification.

ARTICLE 6 - GRIEVANCES

For the purpose of this Agreement, the term grievance shall mean a dispute between the Employer and the Union or the Employer and an employee concerning alleged misinterpretation or violation of the Agreement. Grievant shall mean any aggrieved employee and/or the Union.

It is mutually agreed that the Union has the right in its own capacity to act as an aggrieved party in the grievance procedure. In the event that the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1. In the event the Union is the aggrieved party, the procedure shall begin with Step 3.

The grievant shall have thirty (30) calendar days to initiate the grievance procedure from the time the aggrieved party first becomes aware of the alleged grievance.

Step 1: The grievant shall submit in writing, to the Union grievance committee, all relevant facts involving the alleged grievance along with the remedy sought. The Union grievance committee, upon receiving the written and signed statement, shall determine if a grievance exists within fourteen (14) calendar days after receipt of the said grievance. If, in their opinion, no grievance exists, no further action will be taken.

Step 2: If the committee agrees that a grievance does exist, they and/or the employee shall outline the grievance in writing, identify all relevant facts and specify the article(s) and section(s) in dispute along with the remedy sought and present the same to the employee's Assistant Chief of Operations within fourteen (14) calendar days. The Assistant Chief of Operations shall forward a copy of the grievance immediately to the Fire Chief.

Step 3: If within fourteen (14) calendar days following receipt the Assistant Chief of Operations has not settled the grievance satisfactorily, the committee and/or the employee may submit it to the Fire Chief. If the grievant is the Union, the first step of the grievance shall be to submit the grievance in writing to the Fire Chief using the grievance format (facts, contract provisions and remedy) of Step 2.

Step 4: If within fourteen (14) calendar days following receipt the Chief has not settled the grievance satisfactorily, the committee and/or employee may submit it to the Mayor.

Step 5: If within fourteen (14) calendar days following receipt the Mayor has not settled the grievance satisfactorily, the Union may submit the grievance to arbitration. The City and Union representatives shall meet within forty-five (45) calendar days of receipt of the grievance by the Chief to select a neutral arbitrator. If the parties cannot agree to the appointment of a neutral arbitrator, the parties shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a listing of nine (9) professional arbiters. Within seven (7) calendar days following receipt of the list from the FMCS, the parties shall meet and shall take turns in striking names from the list until one remains; the first striking to be governed by the toss of a coin. The decision of the arbitrator shall be final and binding upon all parties concerned. Each side to the arbitration shall pay for one-half of the arbitrator's fees and expenses.

The employee or Union and the City may, by mutual written agreement, extend the time limits specified in this grievance procedure.

By mutual written agreement, any step in the grievance procedure may be omitted and the grievance advanced to the next step.

ARTICLE 7 - MANAGEMENT RIGHTS

The management of the City and the direction of the work force are vested exclusively in the City unless otherwise expressly provided by the terms of this Agreement. The City has the right to manage and operate the Fire Department in its discretion, and to adopt rules for the operation of the Department and the conduct of its employees, provided such management, operation and rules are not controlled by the terms of this Agreement or by applicable law. Examples of such rights include the right:

- A. To recruit, hire, transfer within the Fire Department, promote or lay off employees;
- B. To suspend, demote and/or discharge employees or take other disciplinary action;
- C. To schedule meetings for all supervisory personnel;
- D. To assign work and determine the location and the number of personnel to be assigned duty at any time. It is understood by the parties that every incidental duty connected with fire service oriented operations enumerated in job descriptions is not always specifically described. The City agrees that work assignments shall be limited to Fire Department duties.
- E. To control the departmental budget, including its allocation for equipment and supplies.
- F. To hire or promote and place employees in civil service classifications even when a vacancy doesn't exist.
- G. Administrative leave:

The City has the right to place employees on paid administrative leave. The City may use administrative leave with pay as a means of placing employees in an off-duty capacity during times that they are otherwise scheduled to be on duty. Examples where administrative leave with pay may be used, if appropriate, would include, but not be limited to investigations or fitness for duty exams. Individuals on paid administrative leave must be available and responsive during their regular work schedule. Individuals on Paid Administrative Leave are not subject to overtime, callout shifts, or any additional duties. Employees on Paid Administrative Leave will earn their regular rate of pay, plus premiums they would have ordinarily received as part of their shift such as specialty premium.

ARTICLE 8 - PREVAILING RIGHTS

All rights and privileges for employees, at the present time in the form of salaries, overtime, insurance, other monetary payments by the City, hours, and shifts shall remain in full force, unchanged and unaffected in any manner by this Agreement except as expressly provided elsewhere in this Agreement or changes by mutual consent, provided that this Article shall have no application to a situation where a third party unilaterally alters or terminates a health care plan, in which case the parties will bargain collectively as required by law.

ARTICLE 9 - SALARY SCHEDULE

EMT

Any personnel other than a Firefighter/Paramedic or a non-classified Paramedic assigned to an aid car or medic unit shall receive 5.00% above first-class firefighter wage per hour over and above his/her regular pay for each hour assigned such duties. Officers working out of classification on an overtime shift on the aid car will not receive EMT pay.

2026 Salary Schedule

Effective January 1, 2026, the salary schedule for the classification of Firefighter is increased by 3.75%.

2027 Salary Schedule

Effective January 1, 2027, the salary schedule for the classification of Firefighter is increased by 4.0%.

2028 Salary Schedule

Effective January 1, 2028, the salary schedule for the classification of Firefighter is increased by 3.75%.

2029 Salary Schedule

Effective January 1, 2029, the salary schedule for the classification of Firefighter is increased by 100% of the CPI-U for Seattle/Tacoma/Bellevue for June 2028 with a minimum of 2% and a maximum of 5%.

Salary Progression

CLASSIFICATION TITLE	RANGE NO	STEP A	STEP B	STEP C	STEP D
Firefighter	04-117	6,880	7,855	8,836	9,819
Firefighter Driver/Engineer	04-018	10,801			
Firefighter/Paramedic	04-020	11,488			
Fire Captain	04-021	12,274			
Deputy Fire Marshal	04-021	12,274			
Medical Services Officer	04-022	12,961			
Asst. Fire Marshal	04-023	13,746			
Fire Battalion Chief	04-025	14,434			
Fire Division Chief	04-024	17,183			

Step D firefighter is known as First Class Firefighter wage

- A. Salary Progression Intervals shall be as follows:
- B. Firefighter Driver/Engineer: 10% above First Class Firefighter
- C. Firefighter/Paramedic: 17% above First-Class Firefighter
- D. Fire Captain or Deputy Fire Marshal: 25% above First Class Firefighter
- E. Medical Services Officer: 32% above First Class Firefighter
- F. Asst. Fire Marshal: 40% above First Class Firefighter
- G. Fire Battalion Chief 47% above First Class Firefighter
- H. Fire Division Chief: 75% above First Class Firefighter

Non-Specialty Pay

1. **Senior Paramedic:** After five (5) years of paramedic service in the Everett Fire Department, Paramedics shall receive an additional 3% attached to their base salary. This section does not apply to non-classified paramedics.
2. **Station Captains:** shall receive an additional 3% attached to base salary. There shall be eight Station Captains. One Station Captain shall be assigned at each fire station. Station 1 will have two Station Captains assigned to it. Station Captains will be subject to station assignment. Station Captain eligibility will be based on seniority. Station Captains on extended leave beyond 30 days shall not receive station captain premium.
3. **Battalion Chief:** shall receive 40 hours of supervisory or command level training (does not include AC/BC meetings, HazMat IC refresher, or group supervisor training), to be paid at the overtime rate.
4. **Non-classified Paramedics:** Employees who maintain the Washington State Paramedic Certification after promoting out of the paramedic classification will have 3% attached to their base salary, and the employees are eligible for all provisions of Article 20, Section 2 regarding continuing medical education. Paramedics who have achieved Senior Paramedic Status may upon voluntary demotion to firefighter have the 3% attached to their base salary under the foregoing conditions. In order to maintain proficiency as a Paramedic, Non-classified paramedics shall serve on a paramedic unit for six shifts per year.
5. **Paramedic Preceptor:** While a student is assigned to a paramedic unit, the two paramedics assigned to the unit shall receive 3% Paramedic Preceptor pay.

Specialty:

1. Pay for Specialty Assignments shall be as follows
2. Hazardous Materials Technician: Team members shall receive an additional 3% attached to their base salary.
3. Technical Rescue Technician: Team members shall receive an additional 3% attached to their base salary.
4. Marine Team Program:
 - a. Coxswain shall receive an additional 3% attached to their base salary.
 - b. Deck Hand will receive an additional 1.5% attached to their base salary.
5. Rescue Swimmers will receive an additional 3% attached to their base salary.
6. All personnel filling positions #1 – #5 above shall comply with the Everett Fire Department Rules and Regulations governing these positions.
7. An employee shall not receive more than six (6) percent specialty pay. Employees covered in the above Non-Specialty Pay section do not count for six (6) percent cap for specialty pay. Each member will be limited to one specialty (HazMat, Rescue, Marine Team, Rescue Swimmer) Existing dual specialty members are grandfathered in and listed in the specialty document found in SharePoint.

8. Battalion Chiefs are not eligible for specialty pay other than non-classified paramedic.

Deferred Compensation:

In lieu of FICA contributions, the City will contribute to each bargaining unit member in addition to that employee's monthly salary, deferred earned compensation each month to a City-sponsored Section 457 Deferred Compensation Program. With the exceptions of Division Chiefs, the City's monthly contribution to the Deferred Compensation Program will be 6.2% of a First-Class Firefighter's base wage. Division Chiefs will receive a monthly contribution to the Deferred Compensation Program will be 6.2% of a Division Chiefs base wage.

This deferred earned compensation must be deposited to a City-sponsored Section 457 pre-tax account and shall be the employee's responsibility to monitor their year-to-date combined 457 Deferred Compensation Program contributions, so as not to exceed the applicable IRS annual contribution limit. Should an employee exceed the IRS annual contribution maximum prior to the final contribution in the last pay period of the year, the employee will forfeit any City contribution that exceeds the allowable IRS contribution maximum prior to year end.

New employees will begin receiving the pre-tax deferred earned compensation in the pay period following enrollment process completion.

The deferred compensation is separate pay and is not part of the base monthly salary as codified in the City of Everett Basic Salary Schedule Ordinance. The provision is subject to the City's deferred compensation rules and regulations adopted by City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law. Per RCW 41.26.030, employees in a leave without pay status will not be considered as receiving basic salary and will not be eligible for a contribution to their Section 457 deferred contribution program. The parties agree that said contribution will not count toward the Holiday Pay article's annual cash out.

Payroll Administration:

Employees shall receive pay for the hours worked in a pay period. The effective date of this change will be the pay period following ratification of this contract.

ARTICLE 10 - HOLIDAYS

Holiday	Date Observed	
	(Suppression)	(Non-Suppression)
New Year's Day	Actual Calendar Day	Per City Calendar
Martin Luther King Day	Actual Calendar Day	Per City Calendar
President's Day	Actual Calendar Day	Per City Calendar
Memorial Day	Actual Calendar Day	Per City Calendar
Juneteenth	Actual Calendar Day	Per City Calendar
Independence Day	Actual Calendar Day	Per City Calendar
Labor Day	Actual Calendar Day	Per City Calendar
Veteran's Day	Actual Calendar Day	Per City Calendar
Thanksgiving Day	Actual Calendar Day	Per City Calendar
Christmas	Actual Calendar Day	Per City Calendar

1. For the purpose of establishing the holiday shift, it shall be determined as the day on which the shift starts. The City may refuse a request for a floating holiday (Special Off) if it reduces the minimum manning level below the level stated in Article 27.
2. Non-suppression personnel, employees will observe the holiday in accordance with the City calendar. Employees whose normal day off is Monday or Friday will bank eight hours of holiday time when the designated Holiday falls on their day off.

Suppression personnel in a paid status (scheduled or non-scheduled) or on protected unpaid leave will accrue twelve (12) holiday hours for a maximum of one hundred thirty-two (132) in accordance with section 1. In addition, employees that work Christmas Day (December 25th) and/or Thanksgiving Day (4th Thursday in November) will be paid time and one-half for hours worked on the holiday in accordance with section 3 above. Employees that work overtime on Christmas Day (December 25th) and/or Thanksgiving Day (4th Thursday in November) will be paid at a rate of two times.

3. Suppression Employees will make an annual election of one of the options below:

Employees will make an annual election of one of the options below. Elections must be submitted to payroll by the membership through open enrollment each year. Employees hired any time from January 2nd through November 30th will have a choice of either Options A or B for the year they are hired. Employees that are hired in the month of December will default to Option A for the year they are hired and will have the options of A or B for subsequent years. The City will provide a written agreement for the member to sign electronically during open enrollment period each year. The options are as follows:

Option A: Cash Out Option

Suppression employees will earn holiday time at a rate of 12 hours per the 11 City holidays (132 total hours). Holiday time is not to be considered time off work but will be payable on the holiday itself. This is the default for all employees who do not declare Option B below during open enrollment of the prior year, or within 30 days of being hired.

If the employee separates during the year, they will not be entitled to any paid holidays past the separation date.

New Hires who declare Option A within 30 days of being hired will earn 12 hours of holiday pay for each holiday that follows their date of hire. For newly hired employees who start December 1 -

December 25, the Christmas holiday will be paid in the pay period in which it is earned. The employee may elect to receive personal leave beginning the first of the new year, subject to Option B.

If there are extenuating circumstances (such as a serious health condition) during the calendar year where the employee has exhausted their accrued leave banks, the HR Director will consider an employee’s request to change their election to personal leave to Option B on a prorated basis.

Option B: Use of Time Off

On January 1, suppression employees will earn 132 hours of personal leave for use throughout the calendar year.

Those who are employed as of January each year and have elected to receive personal leave during open enrollment of the year prior, suppression employees will receive 132 hours of personal leave throughout the calendar year. Personal leave is intended to be used in the same manner as vacation and other accrued leave from work; subject to supervisor/manager approval. If the employee is unable to utilize personal leave during the calendar year, it will be cashed out in the last pay period of the year subject to the reporting rules under the Department of Retirement Systems. For employees starting after January 1 of each year and elect to receive personal leave, leave time will be pro-rated as follows:

Month of Hire	Suppression Prorated Personal Leave
January	132
February, March, & April	108
May	96
June	84
July & August	72
September & October	60
November	48

4. Non-suppression employees will make an annual election of one of the options below. Elections must be submitted to payroll by the membership through open enrollment each year. Employees hired any time from January 2nd through November 30th will have a choice of either Options A or B for the year they are hired. Employees that are hired in the month of December will default to Option A for the year they are hired and will have the options of A or B for subsequent years. The City will provide a written agreement for the member to sign electronically during open enrollment period each year. The options are as follows:

Option A: Cash Out Option

Non-suppression personnel will earn holiday pay at a rate of 8 hours per the 11 City holidays (88 hours total). Holiday pay is not to be considered time off work but will be payable on the holiday itself. Additionally, employees who take Option A shall take 9 holidays off (72 hours at 8 hours per holiday) during city-designated holidays and work two city-designated holidays (choice of two holidays to work, selected at the beginning of the year). Non-suppression employees who work a 4/10 schedule shall supplement their time off with accrued leave hours (with the exception of sick leave). This is the default for all employees who do not declare Option B below during open enrollment of the prior year, or within 30 days of being hired.

If the employee separates during the year, they will not be entitled to any paid holidays past the separation date.

New Hires who declare Option A within 30 days of being hired will earn 12 hours of holiday pay for each holiday that follows their date of hire. For newly hired employees who start December 1-December 25, the Christmas holiday will be paid in the pay period in which it is earned. The employee may elect to receive personal leave beginning the first of the new year, subject to Option B.

If there are extenuating circumstances (such as a serious health condition) during the calendar year where the employee has exhausted their accrued leave banks, the HR Director will consider an employee’s request to change their election to personal leave to Option B on a prorated basis.

Option B: Use as Time Off

On January 1, non-suppression employees will earn 88 hours of leave for use throughout the calendar year.

Employees who take Option B shall take 9 holidays off (72 hours at 8 hours per holiday) during city-designated holidays and work two city-designated holidays (choice of two holidays to work, selected at the beginning of the year). Non-suppression employees who work a 4/10 schedule shall supplement their time off with accrued leave hours (with the exception of sick leave).

If the employee separates during the year, they will not be entitled to any paid holidays past the separation date.

Those who are employed as of January each year and have elected to receive personal leave during open enrollment of the year prior, non-suppression will receive 88 hours of personal leave for use throughout the calendar year. Personal leave is intended to be used in the same manner as vacation and other accrued leave from work; subject to supervisor/manager approval. If the employee is unable to utilize personal leave during the calendar year, it will be cashed out in the last pay period of the year subject to the reporting rules under the Department of Retirement Systems. For employees starting after January 1 of each year and elect to receive personal leave, leave time will be pro-rated as follows:

Month of Hire	Non-Suppression Prorated Personal Leave
January	88
February, March, & April	72
May	64
June	56
July & August	48
September & October	40
November	32

5. Change in work-shift

Employees who move between suppression and non-suppression may not change their option A/B election for that year. Accrual rates for hours in this article will be accordingly adjusted.

ARTICLE 11 - LONGEVITY

The City approves the longevity principle as part of its salary schedule and such principle shall be applied in the adoption of the budget. Longevity shall be paid as follows:

Longevity shall be based by percentage on the first-class firefighter monthly base salary.

Longevity shall be paid as follows:

- After 4 years service, base pay plus 2.0% per month.
- After 8 years service, base pay plus 4.0% per month.
- After 12 years service, base pay plus 6.0% per month.
- After 16 years service, base pay plus 8.0% per month.
- After 20 years service, base pay plus 10.0% per month.
- After 24 years service, base pay plus 12.0 % per month.
- After 28 years service, base pay plus 14.0% per month.

Longevity shall be added to base pay regardless of rank or position on the Fire Department or any subdivision thereof but shall only apply to members of this bargaining unit.

ARTICLE 12 - MEDICAL BENEFITS/INSURANCE

1. EMPLOYEE AND DEPENDENT MEDICAL:
 1. The City agrees to offer medical coverage for all employees and their eligible dependents. Employees shall have the option of participating in their choice of medical plans including the HMA PPO, HMA CHDP, Kaiser Legacy, Kaiser New Core, and the LEOFF Health and Welfare Trust Plan B. Employees that elect the City's HMA CDHP Plan shall pay 5.0% of the monthly premium. Employees electing any other medical plan shall pay 12% of the monthly premium.
 2. Employees electing the HMA CDHP medical plan will receive a City contribution to an HRA in the amount of \$1,500 for an individual or \$3,000 for a family. These contributions will be made in full in the pay period that includes the December 25th holiday. Increases in coverage will have an adjusted HRA contribution effective the first month following the change in coverage. Employees and their covered spouse/domestic partner that complete a whole health exam at the VERA Clinic will receive an additional HRA contribution in the amount of \$200 each. Employees on the HMA PPO plan who complete a whole health exam at the VERA Clinic will receive a contribution in the amount of \$100. The whole health exam incentive will be available to employees and eligible spouses once a year.
 3. Employees electing the LEOFF Health and Welfare Trust Plan B will receive a City contribution to their HRA in the amount of \$2,000 for an individual or \$4,000 for a family. These contributions will be made in full in the pay period that includes the December 25th holiday. Increases in coverage will have an adjusted HRA contribution effective the first month following the change in coverage.
 4. The employee has the choice of plans, but the plan must be the same for all family members.
2. DENTAL COVERAGE:

The City will pay 100% of the monthly premium for the basic dental insurance plan offered through Delta Dental Service or Willamette Dental Group. Delta Dental insurance coverage will be provide an annual maximum of \$2,000. Willamette Dental Group coverage has no annual maximum, however, members are subject to copays.
3. The City will make a monthly contribution to the IAFF Medical Expense Reimbursement Plan (the "Plan") on behalf of each employee. The monthly contribution will be the equivalent of one hour's pay for a First-Class Fire Fighter at the then-applicable rate. Employees in a leave without pay status will not be eligible for City contribution during the period in which they are without pay.

By making such contributions, the City does not make any representations concerning the tax treatment of City contributions or of payments made by the Plan and relies on the Plan's representation that the Plan will properly withhold and report all such payments in accordance with applicable law, including for payments made to domestic partners. Further, the City does not agree to make any further contributions to the Plan for any other liability or claim beyond the monthly contributions described above. In the event of any claim by the Plan or any other entity or individual against the City, other than concerning the above-described monthly contributions, the Union agrees to indemnify and hold the City harmless from and against any and all liability related thereto, including for the City's attorney's fees and associated costs of defense.

4. WAPFML Language
The City will provide Washington Paid Family Medical Leave for eligible employees, in accordance with RCW 50A.04, at no cost to the employee. and the City will self-insure the plan with no premiums to the employee unless the state eliminates the plan.

ARTICLE 13 - OVERTIME

Recognizing that emergencies, vacations, sickness or other unforeseen conditions may require an employee to work overtime, time-and-one-half of the employee's regular hourly rate shall be paid under any of the following conditions:

1. Suppression Personnel: All work performed in excess of the regularly assigned work shift.
2. Non-suppression Personnel: All work performed in excess of the regularly assigned work week.

Bargaining unit employees are subject to being called back to work to complete a shift. Employees called back after 0800 of the same day to complete a shift shall be paid for a minimum of two (2) hours plus actual hours worked excluding travel time. Non-suppression personnel employees being assigned work excess of the regular assigned work week shall be paid for a minimum of two (2) hours plus actual hours worked excluding travel time.

In the event that an employee is awarded an overtime shift, and the overtime is subsequently cancelled within 12 hours of the report time, the employee shall be paid for a minimum of two (2) hours plus actual hours worked.

As per Article 14, employees called in for multiple alarm incidents shall be paid for a minimum of three (3) hours plus actual time worked from the time they report to the on-duty Battalion Chief or designee either in person or from an Everett Fire Department fire station using a City phone.

All overtime, except for emergency work and mandatory education shall be recorded on an overtime list as established by the Chief of the Department. Examples of mandatory education and overtime shall include, but not be limited to, all certification and recertifications, holdovers, and all required training. This list shall be audited by a union committee at least quarterly, to ensure that a fair and accurate recording of hours is kept. It shall be the responsibility of the Chief of the Department and the Union Committee to see that an equal amount of hours as possible shall be divided among all members who are eligible in the Fire Department.

1. In order to ensure equitable distribution, overtime will be offered to the suppression employee with the lowest accumulated overtime hours as long as they are qualified and eligible for the position.

The department shall maintain and post lists of all employees eligible to act within various ranks. The list of qualified positions shall be maintained by the Chief of the Department and posted in all stations. An employee who is eligible to take an examination AND has completed their workbook for that rank may be worked on overtime.

Overtime will be offered in accordance with APM 2.02 Overtime Administration.

Non-suppression personnel will be allowed to receive compensatory time at 1.5 times their hours worked for a maximum of 80 hours per year.

Requests to use and earn Compensatory time must be pre-approved the employees supervisor.

ARTICLE 14 - EMERGENCY OVERTIME PAY

Bargaining unit employees are subject to being called back to work for an emergency. Employees called back for emergencies shall be paid in accordance with Article 13 for a minimum of three (3) hours plus actual hours worked excluding travel time.

For the purposes of this Article only, the word “emergency” shall be defined to mean those incidents which arise without advance notice which endanger life and property where supplemental off-duty personnel are required by the employer.

ARTICLE 15 - VACATIONS

- A. Basic vacation allowance for bargaining unit members shall be accrued in accordance with the schedule below:

Years of Service	Annual Hours Accrued
Less than 8	180 hours
Years 8-12	192 hours
Years 12+	204 hours

- B. The allocation of basic vacations shall be done on the basis of seniority within each platoon; the most senior individual choosing his/her vacation first, then the next most senior, etc. The first-round selection allows employees to take 1 to 8 shifts consecutively. It is understood that the practicalities of the first-round selection mean that the second round may well result in the need to split vacation requests into two (2) or more segments. The second-round selection allows employees to take 1 to 6 separate shifts in any open slot available. The third round selection allows members with holiday time off (Article 10, Option B) to take up to 0 to 6 shifts off, with the ability to use up to 12 hours of vacation to balance the 6th shift off. This time off will be taken in available vacation slots.

Number of shifts per individual will be limited during bidding by their allowed shifts of vacation based on longevity.

The Union recognizes this above selection process may create situations where employees on acting lists may have to move more often from station to station and will make every effort to provide sufficient acting lists. Furthermore, the Union employees will not be compensated for these moves, including mileage, beyond their regular 24-hour shift.

When an individual with carried-over vacation opts to take such vacation, it shall be added consecutively to his/her regular first round vacation selection in accordance with the regular selection process below. If carried over vacation is selected in the second round it can be taken in any open slot(s) available to their rank, after all second-round selections are complete.

- C. For the purposes of this article, seniority shall be determined by the date on which the employee commenced service with the City of Everett Fire Department.
- D. The City will make a reasonable attempt to align the four (4) platoons in regards to seniority. This may be done on a biennial basis (every two years).
- E. Vacation for non-suppression personnel may be taken in any increment, at the employee's request and will be approved by the Assistant Chief or Fire Marshal, provided coverage is available (ie ensuring a Deputy Fire Marshal or Assistant Fire Marshal is available for on duty rotation).
- F. No individual shall be allowed to carry over in excess of 408 hours of vacation, unless under special circumstances the Fire Chief authorizes an additional carryover in writing for the ensuing year. The 408-hour maximum will be applied at midnight of December 31 annually, taking into account all accrual and usage as of that point. Any excess hours will be cashed out at the employees regular wage, up to 24 hours. Any additional hours will be deleted.
- G. New hires shall earn vacation at a rate of 15 hours per month of service until the next calendar year after the calendar year in which they were hired. For their first vacation, they will be given only those hours earned during their first calendar year of employment. The accruing period shall be January 1 through December 15 and a hire date on or before the 15th of any month will accrue

for that month. A hire date after the 15th shall not apply until the following month. The first vacation shall be in an open vacation period or at the discretion of the Fire Department.

- H. In November of the preceding year of the contract, for each year, Local 46 will notify the City of cashout allocation. The choices will be 100% HRA/VEBA/MERP, 100% cash, or a specific allocation of each. At the end of an employee's career, vacation will be deposited into that selection (compensable based on the employee's then applicable hourly rate of pay) for all vacation hours accrued to a maximum of 408 hours, or such other maximum as appears in the Letter of Understanding concerning vacations appended hereto.
- I. Floating vacation shifts already accrued may be taken at the employee's request, provided that the Department has the right to deny a request where taking the day would result in overtime. So that the employee may have a reasonable opportunity to plan for the usage of such floating vacation days, the Department will ensure that if the approval of the day off does not appear to cause overtime as of fourteen (14) days prior to the date of the day off, then the Department will assure the employee that he/she may take the day off. The only circumstances in which floating vacation shifts will be redeemable for cash (compensable based on the employee's then applicable hourly rate of pay) at the end of an employee's career shall be if the employee dies while in the employment of the City.
- J. Vacation slots for fire suppression shall be set by the Fire Department in November of each year for the following year vacation selection.

A vacation slot shall be defined for suppression personnel as a 24-hour shift

The suppression vacation calendar shall be divided into 365 daily rows and six columns as depicted in Appendix B. The intersection of rows and columns shall be termed "slots" and represent a 24-hour shift.

Fire administration reserves the right to block one continuous calendar week in January each year for departmental training purposes.

Battalion chiefs, captains, drivers, and firefighters shall select vacation slots in two rounds and holiday time in a third round, based on seniority and have access to columns 1-5 slots will be filled in successive order until the rows slots are filled. No more than 4 of each of these classifications may be off on any given day.

Paramedics and MSOs shall select vacation slots in two rounds and holiday time in a third round, based on seniority and have access to columns 6-5. Slots will be filled in reverse order until the rows slots are filled. A combination of up to 2 paramedics and/or MSOs may be off on any given day.

During the course of the calendar year, battalion chiefs, captains, drivers and firefighters may access their accrued vacation hours in 24-hour increments for any open slots in columns 1-5.

During the course of the calendar year paramedics and MSOs may access their accrued vacation hours in 24- hour increments for any open slots in column 5 and 6.

An open slot is any slot where vacation has not been picked or where a vacation has been cancelled.

ARTICLE 16 - ACCUMULATED SICK LEAVE

Sick leave accrual is a form of disability insurance that is intended to assist in the prevention of financial loss during illness or incapacity.

Section 1: Accrual

Upon completion of probation, a new hire shall be credited with 294 hours of sick leave and further shall accrue six (6) hours per pay period beginning with the original date of employment. The accumulation of sick leave hours in the regular sick leave bank shall not exceed 1176 hours. All sick hours accumulated will be covered under Washington Paid Sick Leave (WPSL).

Section 2: Eligibility

Employees may utilize sick leave in accordance with WPSL (RCW 49.46.210).

Section 3: Licensed health care provider's Certification

Sick leave with pay for a period of more than three consecutive shifts requires the presentation of a written statement by the employee's personal licensed health care provider or licensed health care provider representing the City, certifying that the employee's absence was subject to restriction. The City reserves the right to send the employee to a licensed healthcare provider representing the City. The employee must also follow the City of Everett leave of absence process when absent for more than three consecutive shifts. When the employee is able to return to work after missing more than three consecutive shifts, they must complete the Everett Fire return to work packet. An employee on sick leave shall inform their battalion chief, or cause the department head to be informed, forthwith that they are unable to report for duty and for whom the sick leave is being taken (Ex: self, child, other).

Section 4: Sick Leave and Vacation Accrual While Receiving Industrial Insurance Benefits

It is understood and agreed that for the period in which an employee is receiving benefits pursuant to the Industrial Insurance Act, they shall not be entitled to accrual of sick leave and/or vacation time. This section shall not prevent an employee from using sick leave or vacation benefits which have previously been earned to supplement the payment of industrial insurance benefits. For those hours of sick leave and/or vacation used to supplement industrial insurance benefits, the employee shall be entitled to accrue additional sick leave and/or vacation hours.

Section 5: Sick Leave Cashout at Retirement

The City shall convert upon employee's retirement (meeting defined criteria from the Washington Department of Retirement Systems) to the HRA/VEBA Account or MERP account funding in an amount equal to sixty percent (60%) of the value of their then existing sick leave accrual balance not to exceed the 1176 cap. The amount will be calculated using the employee's regular hourly rate of pay in the year of their retirement. To be eligible for this retirement funding, the employee must declare their intention to retire in writing at least 6 months prior to the anticipated retirement date. After such declaration, failure to retire at the announced date will result in the loss of 60% of the hours in the employee's sick leave bank. However, if extenuating circumstances exist, at the discretion of the Fire Chief, exceptions for earlier or later use of the incentive may be granted. Extenuating circumstances could include bereavement; serious illness or accident; or significant adverse family or personal circumstances.

In November of the preceding year of the contract, for each year, Local 46 will notify the City of incentive allocation (60%). The choices will be 100% HRA/VEBA/MERP, 100% cash, or a specific allocation of each.

Employees who are unable to perform the essential functions of their job due to a serious health condition shall be guaranteed light duty for up to sixteen (16) weeks, provided they have a certification from their healthcare provider. Exceptions may be granted beyond this period in the event of a temporary disability, including pregnancy or other longer-term serious health conditions upon mutual agreement between the union and the City.

Employees on approved long-term disability may request to use Leave Without Pay for up to sixteen weeks, and may be extended at the City's discretion due to pregnancy.

ARTICLE 17 - BEREAVEMENT LEAVE

When death occurs among members of an employee's immediate family, the employee, at his/her request to the department head, shall be granted reasonable and necessary time off to make arrangements as needed and to attend the funeral and shall be compensated at his/her normal salary for the hours lost from his/her regular schedule, before or after the funeral, with the maximum of two (2) shifts allowance, if working. For non-suppression personnel this shall be forty, (40) hours. This time off shall not be deducted from accumulated sick leave or vacation. The Bereavement Leave must be taken within one year of the passing of the immediate family member.

Members of an employee's immediate family shall be defined as employee's spouse, domestic partner, children, and stepchildren including domestic partner's children; parents, step-parents and siblings of the employee, spouse or domestic partner; grandchildren, grandparents or step-grandparents of the employee, spouse or domestic partner. Any other circumstance with approval of Chief or designee. "Domestic Partner" is defined for purposes of this article as the criteria outlined by the City's Domestic Partner resolution or the State Registry. Proof of criteria may be requested. If there is a disagreement about the employee's time off, the matter shall be resolved after the employee returns to work.

ARTICLE 18 - COURT TIME

The City shall grant leave with pay to any member of the bargaining unit for the period of time such member is to appear before a court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness due to the performance of his/her duties as an employee. Any off-duty member so required to appear shall receive a minimum of two (2) hours pay at the overtime rate or the actual time involved at the overtime rate, whichever is greater.

Any off-duty member required to communicate over the phone or video conference shall receive a minimum of 30 minutes pay at OT rate or the actual time involved in the call /video, whichever is greater, must provide 3rd party documentation.

ARTICLE 19 - CLOTHING ALLOWANCE

1. The City of Everett shall purchase and replace Class B uniforms and turnout clothing, as well as any other specialized firefighting clothing required by the Chief of the Department. Replacement will be made as necessary, by the means of a requisition to the Chief of Services. Maintenance shall be the responsibility of the individual members, with the exception of the post incident cleaning and maintenance of the Class B uniform.
2. Dry cleaning shall be allowed to include Class B uniform (jacket and pants), uniforms for the Fire Prevention Bureau and office personnel.
3. The City of Everett shall furnish beds, mattresses, blankets, spreads, pillows and towels. Members of the department shall furnish and maintain their own sheets and pillowcases.
4. The City agrees to purchase and maintain work shoes that meet current requirements and standards set forth by the Fire Department. During the contract period the City agrees to replace presently owned work shoes on a need basis.
5. Class A Uniform. Purchase of a Class A uniform is at the option of the employee.
6. For those employees who have or purchase a Class A uniform, the City will:
 - A. Pay for necessary maintenance of the Class A uniform. Necessary maintenance includes replacing of patches or other insignia.
 - B. Replace a Class A uniform as necessary, as long as the employee's old Class A uniform is exchanged for the replacement.

ARTICLE 20 - EDUCATION

1. Voluntary Education: The City recognizes the value of education and agrees to follow those terms as outlined in the City Tuition Aid program.

2. Mandatory Education:

A. It is agreed that the City shall pay the cost of all EMT certification and recertification classes, and tests taken by all firefighters, regardless of date hired. Further, firefighters who are taking required EMT courses shall be allowed sufficient time off with pay to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.

B. For employees who are sent to paramedic school they agree to repay paramedic school tuition up to a maximum of \$10,000 if the employee separates employment or voluntarily demotes out of the paramedic rank within three (3) years of obtaining their paramedic certification.

For attending prerequisite classes required to attend formal paramedic training (for example Anatomy and Physiology) paramedic trainees will be compensated at a rate of Paramedic pay (17%). The students will be allowed sufficient time off with pay to attend those classes should the scheduling of these classes coincide with the employee's normal work schedule.

Experienced and Lateral Paramedic new hires will complete up to a 12-month probationary period. Qualification for Educational Incentive of the contract will occur after a 12-month probationary period has been completed.

Experienced Paramedic new hires who attend the fire academy will make a three-year commitment to maintaining their paramedic certification as a condition of their employment.

Paramedic trainees attending formal paramedic training at Harborview will be released from normal duty and will receive the monthly pay of Paramedic (17%) in lieu of all overtime, lodging, meal and travel expenses.

If the paramedic training program changes from Harborview, then this clause is subject to negotiation between the parties.

Paramedic Certification occurs when the employee receives their paramedic active date from the Washington State Department of Health.

C. If the required number of hours of continuing medical education is increased beyond the requirements, as of December 31, 1987, for the position of EMT, and Paramedic, the employees shall be compensated at time-and-one-half of the employee's regular hourly salary for each hour spent in a class or training session.

D. The City recognizes the value of training paramedics under the purview of the City Medical Program Director. The City and the Union agree that the department will follow the Snohomish County EMS Training and Evaluation Program.

Paramedics are required to attend mandatory Continuing Medical Education (CME) training. During the required CME training, a paramedic will receive 1.5 times his/her hourly salary up to a maximum of 50 required CME hours under the following conditions:

1. The classes are attended in Everett during off-duty status.
 2. The Medical Director and the City of Everett have the right to determine the type of training eligible for continuing education credit under this program.
 3. Continuing education equivalency hours outside of the City of Everett must be pre-approved by the Fire Chief or designee.
 4. Each paramedic is responsible for tracking their own CME hours. Any pay received for hours in excess of the allowed 50 hours is subject to repayment by the paramedic.
- E. Paramedics will be paid at 1.5 times their hourly salary up to two (2) hours for recertification tests.
- F. Except as provided in paragraph 2(b) of the EMT addendum attached to this Agreement, no additional compensation for maintaining the status of EMT, or paramedic shall be paid by the City unless such education would require the payment of overtime under the provisions of the Fair Labor Standards Act.
3. Education Incentive Program. This program will feature a matrix of classes, which will be determined by the Fire Chief or designee.

The education incentive pay for completion of Level I (300.5 hours) is equal to two percent of first-class firefighter rate of pay.

The education incentive pay for completion of Level II (408.5 hours) is equal to an additional two percent of first class firefighter rate of pay (4% total).

Although the Education classes may be taken and completed in any order, an employee cannot qualify for Level I pay until they have completed all of the Supervision and Leadership hours. All classes will be attended off duty. If the employee desires time off duty, the employee will provide any necessary relief.

See Appendix A for a list of qualifying classes.

4. College Incentive. Employees who have completed their Firefighter probation are eligible for College Incentive Pay.
- Associate's Degree: 1.5% of first class firefighter pay
 - Bachelor's Degree: 3% of first class firefighter pay

College incentive pay will be based on transcripts from accredited colleges or universities provided by the employee. The HR Department will have final approval oversight of all transcripts. The transcript and approval will be placed in each employee's personnel file.

5. Civil Service Educational Incentive Points. Employees will receive the following points on Civil Service promotional processes for Deputy Fire Marshal, Assistant Fire Marshal, Medical Services Officer, Captain, Battalion Chief and Division Chief:

- 2 points for completion of Level I Educational Matrix hours or
- 4 points for completion of Level I & Level II Educational Matrix hours
- 2 points for an accredited Associate's Degree or
- 4 points for an accredited Bachelor's Degree

6. Travel to Mandatory Training: Employees traveling to mandatory training will be in a paid status during travel time, exclusive of normal commute time. Travel time for mandatory training will begin when the designated shared vehicle is scheduled to leave Fire Administration. The City may provide transportation, in which case mileage reimbursement will not be paid.

Examples of mandatory training include, but are not limited to: Specialty training, EMT training, and CME training.

All training requiring use of the City Business Expense and Travel Policy for training outside the City must be pre-approved by the Fire Chief or designee.

7. Entry Level, Experienced and Lateral Firefighter Probationary Period

Entry Level, Experienced and Lateral Firefighters and Lateral Paramedics who begin City employment prior to attending the fire academy will complete a 12 month probationary period that begins on the first day of the academy that they graduate. Qualifications for Educational Incentive under Article 20 of the contract will occur after the 12 month probationary period has been completed.

Regardless of their probationary duration and academy start date, all new employees will follow the salary schedule steps in Article 9.

For promotional testing purposes, the minimum periods of time in service required to be completed prior to being eligible to take promotional examinations will be based off the first day of probation (not the employees actual date of hire).

Joint Apprenticeship Training Program and Joint Apprenticeship Training Program Committee (JATC).

Parties agree to the following:

1. To form a Local JATC Subcommittee with equal representatives from labor and management. The purpose of the committee is to establish and manage the Everett Fire Department's JATC within the confines of the rules and requirements of the Washington State Firefighters JATC Program.
2. To require as a condition of employment that all new uniformed employees participate in and successfully complete the requirements of the JATC program, achieving Journeyman status within the prescribed 3-year apprenticeship program timeline. If due to approved extenuating circumstances (e.g., extended disability), the apprentice is unable to complete the apprenticeship program within the established timelines, he/she shall be granted an appropriate extension of the timeline to complete the program, relative to the time missed due to extenuating circumstances. Willful failure to complete the requirement of the JATC program shall be grounds for discipline up to and including termination.
3. Existing employees with grandfathered JATC courses will be credited with equivalency for the same classes in the Education Matrix.

New, experienced, or lateral hires who maintain journeyman status as recognized by Washington State Firefighter JATC program will be paid as First Class Firefighter.

4. That firefighters entering the JATC Program at Step A will not move to the First Class Firefighter pay scale until they have attained Journeyman status.
5. That the JATC Program will not include the Fire Officer component at this time.

Rules for Non-classified Paramedic

A. These rules apply to employees who maintain Washington State Paramedic Certification, but do not occupy a Civil Service classified paramedic position.

1. Non-classified paramedics must have attained first class firefighter status.
2. Non-classified suppression paramedics shall serve on a paramedic unit for six shifts per calendar year, per Article 9. Overtime shifts shall count towards the six shift requirement.

2a: Non-suppression non-classified paramedics shall serve on a paramedic unit for four day shifts per calendar year as a third person.

3. Non-classified paramedics wishing to become classified must apply and test with all other paramedic applicants and appear on the eligible register following Civil Service rules.

The City will promote classified paramedics following Civil Service Rules.

4. Ongoing approval for Washington State Paramedic Certification must be approved by the Medical Program Director.

ARTICLE 21 - WORKING OUT OF CLASSIFICATION

Any firefighter assigned to act as an officer of a higher rank or working in a position of higher classification shall receive wages for the classification starting from the first shift. This shall not apply to any job wherein a test is not required for advancement.

If there is a temporary vacancy in a higher rank or higher classification, where crew shortages are not created, the vacancy shall be filled by an employee who is on the Civil Service promotional list for that classification and who has completed the promotional workbook and other training requirements for the position. If no employee on the Civil Service promotional list is available, the most senior employee who is eligible to take the examination and has completed the promotional workbook and other training requirements for the position may fill the vacant position (unless bypassed for cause), provided that an employee may refuse the assignment in which case the next most senior employee eligible to take the examination will be asked, etc. Except by mutual agreement, each employee shall not be moved between platoons more than twice per year to fill a temporary vacancy in a higher classification and twice per year to fill a lateral vacancy resulting directly from an out of class move, provided, however, that these annual move limitations apply only to this article. One move is defined to include the employee's assignment from and return to the original platoon.

ARTICLE 22 - LIABILITY COVERAGE

The City shall provide legal defense and pay valid judgments and claims, consistent with City Ordinance No. 287-74, or as hereafter amended, for every member of the bargaining unit arising out of or incident to conduct occurring while the member was performing official duties within the scope of his/her City employment. The City must defend and indemnify the employee for all acts within the scope of their employment.

ARTICLE 23 - LINE OF PROGRESSION

Requirements to take promotional examinations within the fire service are as follows:

Firefighter Driver/Engineer	Two (2) years of service as an Everett Fire Department
*Firefighter/Paramedic	Two (2) years of service in the City of Everett Fire Department. AND Three (3) years Certification as a Washington State Emergency Medical Technician (Basic)
Medical Services Officer	Three (3) years of service as an Everett Fire Department Paramedic.
Deputy Fire Marshal	Two (2) years of service as an Everett Fire Department Firefighter
Assistant Fire Marshal	One (1) year service in the Fire Prevention Bureau as a Deputy Fire Marshal; or be a Captain for two (2) years; or hold a Battalion Chief's appointment.
Fire Captain	Four (4) years of service within the Everett Fire Department. Battalion Chief
Fire Division Chief	Eight (8) years of service in the Everett Fire Department, plus four-year degree OR a two-year degree and Matrix 2.

All of the above are based upon the entry level classification of Firefighter.

Promotional Exam Results

Employees that take a promotional exam that are not eligible to promote, or act will be placed on the promotional list and ranked after those that take the promotional exam that are eligible to promote or act.

Requirements to be promoted or to be eligible to act within the fire service are as follows:

Firefighter Driver/Engineer	Three (3) years of service as an Everett Fire Department Firefighter.
*Firefighter/Paramedic	Two (2) years of service in the City of Everett Fire Department. AND Three (3) years Certification as a Washington State Emergency Medical Technician (Basic)
Medical Services Officer	Four (4) years of service as an Everett Fire Department
Deputy Fire Marshal	Three (3) years of service as an Everett Fire Department Firefighter
Assistant Fire Marshal	One (1) year service in the Fire Prevention Bureau as a Deputy Fire Marshal; or be a Captain for two (2) years; or hold a Battalion Chief's appointment.
Fire Captain	Five (5) years service within the Everett Fire Department Battalion Chief
Fire Division Chief	Ten (10) years service in the Everett Fire Department, plus four-year degree OR a two-year degree and Matrix 2.

All of the above are based upon the entry level classification of Firefighter.

*The position of Firefighter/Paramedic shall be a promotional selection process from within the Everett Fire Department and would become open/competitive only in the event that the position(s) could not be filled by qualified in-house candidates.

Members appearing on Civil Service lists for Drivers, Captain, Battalion Chief, Deputy Fire Marshal, and Medical Services Officer will not be eligible for acting positions or promotion until they have completed the respective workbook requirements for that position.

Composition of Civil Service promotional examination processes will be mutually agreed to through the Labor/Management process.

Written promotional tests will be scored and reviewed with members who take a written promotional exam. The details of the execution of this scoring and review session will be agreed upon between Local 46 Executive Board and the COE through labor management.

Members cannot fail the portfolio or community panel assessment portion of the promotional process.

Past list points shall be calculated to include only the final examination grades earned (exclusive of past list experience, incentive points, veteran's points, and time in service points).

For the operational positions of Driver, Captain and Battalion Chief, bonus points shall be awarded if the individual is eligible and signs an agreement to act. The points shall be calculated as .0555 points per full month of qualified service as an actor.

Members testing for Assistant Fire Marshal will receive one point per year for each year they have served as a Deputy Fire Marshal with the City of Everett Fire Department, (maximum of 5 points).

Time in service points shall be added pursuant to civil service rules 4.71, up to a maximum of 12.5 points.

Promotions will occur on the first day of a pay period following the promotion.

ARTICLE 24 - HOURS

Twenty-Four Hour Shift Schedule (Suppression) - The normal work shift for suppression personnel shall be twenty-four (24) hours. The hours of duty shall be established according to the initiative ordinance of the City of Everett so that the average weekly hours of duty in any month shall not exceed 42 hours. In no case, shall a firefighter be required to work in excess of 24 consecutive hours without being paid at the employee's overtime rate. The four (4) platoon system shall be exercised in carrying out this work schedule. Employees called back to work for an emergency will be paid in accordance with Article 14

Forty Hour Shift Schedule (Non-suppression) - The normal work shift for non-suppression personnel shall be 5/8's (five (5) days, forty (40) hour week). In lieu of the 5/8's schedule, day shift members, with authorization from the Fire Chief, or designee, may work the following alternative work schedule: 4/10's ten (10) hours per day, four (4) days per week. The determination of which schedule an employee will work will be made by the Fire Chief or designee, considering workloads, weather conditions, daylight hours, commuting, staffing availability, the needs of the department, etc. The affected employee, and the Union, will be notified fourteen (14) calendar days in advance of any schedule changes.

Lunch Period – During the normal work shift, members assigned to a twenty-four (24) hour shift will receive a one (1) hour paid lunch period. Members assigned to a forty (40) hour workweek will receive a thirty (30) minute paid lunch period. Members instructing or attending training with a scheduled lunch period will receive up to a one-hour paid lunch, where applicable. Members will be available for emergency response during their paid lunch period. The City and Union recognize that due to the nature of the work, mealtimes may be interrupted or need to be taken at an alternative time. Suppression and non-suppression employees shall receive paid rest periods in accordance with City Policy, and state and Federal Law.

Except as provided above, any changes in the working schedule shall be subject to negotiation between the City and the Union according to the procedures outlined in Article 31 of this Agreement and Washington State law.

All other provisions of this contract and any amendments or addendums thereto shall be construed to be read consistent with a 24 hour shift unless specifically stated otherwise.

Employees who work a longer shift when the clocks are moved back one hour to Standard Time in the fall will be paid for the time in excess of the employee's normal workdays at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings Time in the spring will have the option of choosing to work an additional hour so that the employee works a full shift, or to use one hour of paid time off (e.g. vacation, but not sick leave). Employees electing to use paid time off shall notify the on duty BC.

ARTICLE 25 - SENIORITY

The City shall establish a seniority list and it shall be brought up-to-date January first of each year and immediately posted in all stations and divisions of the Department. All longevity steps shall be assigned according to the current seniority list. Any objections to the seniority list posted shall be reported to the Assistant Chief of the Department and proper adjustments made.

ARTICLE 26 - SHIFT CHANGES

Each member of the bargaining unit shall have the right to exchange shifts without extra pay, with the approval of the Fire Chief or his designee, when trading with other bargaining unit members, when the change does not interfere with the best interests of the Fire Department.

Shift trades must be completed within 12 months.

Members are allowed to trade into two 48-hour shift trades per calendar month.

ARTICLE 27 - HEALTH AND SAFETY

The parties recognize that manning (crew size, on duty shift force) vitally affects the efficient and economic operation of the Department in providing the best possible service to the community and, further, that changes from the present minimum level agreed to in prior contracts do affect the safety and job security of the members of the Union, and therefore agree as follows:

The City agrees to maintain a firefighting force of at least thirty-four (34) firefighters on duty at all times. The City further agrees to maintain at least three (3) firefighters on each fire suppression company, one of whom shall be a captain; to maintain two (2) firefighters on each aid car and to maintain a battalion chief who shall be on duty with each fire suppression platoon.

The City further agrees to use the attrition method in reaching the thirty-four (34) firefighter minimum crew level. Attrition is defined as voluntary quit, dismissal for just and sufficient cause, permanent disability, retirement or death.

Provided, however, that notwithstanding the foregoing, the City may, during the course of the contract year, seek to effect a change in the minimum manning provided by paragraph one above. If the City desires to effect such change, it shall propose to the Union a written proposal as to the reduction sought including reason for the change, prior to the date of the change. At least 90 days prior to the proposed effective date of the change, the City shall meet with representatives of the Union at reasonable times and places for the purpose of exploring the advisability of the change and agreement to the change. If the parties fail to agree to the change within 60 days of the first formal conference, the parties shall submit the proposal to arbitration as provided for by Article 6, Step 4. The Arbitrator shall resolve the issue based upon a finding that the proposal of the City will improve efficiency of service and that it does not reasonably impair the safety of the firefighting force.

ARTICLE 28 - PERSONNEL REDUCTION

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. The involved employee shall have the opportunity of taking up to one (1) year's leave of absence as an option prior to a layoff. No new employee shall be hired until the laid off employee or individual on leave of absence has been given the opportunity to return to work.

The employee shall be given a complete physical examination when he/she is laid off, and upon recall to duty, must be reasonably able to meet the aforementioned physical standard.

Any employee holding a permanent appointment above first class firefighter shall be given the opportunity to return to his original rank at the time of the reduction before anyone is promoted to that rank.

ARTICLE 29 - DISCIPLINE AND DISCHARGE

The City is committed to the principle of just cause for discipline, including discharge. Discipline will be appealable to the Everett Civil Service Commission to the extent provided for by the Commission's rules and regulations. In cases of letters of reprimand, suspensions, demotions and terminations, the employee may appeal the discipline through Article 6, Grievances; in the event of such grievance, the employee may not also appeal to the Commission.

DISCIPLINARY FILE RECORDS

Disciplinary material in an employee's personnel file will be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or written reprimands will be removed at seventy-two (72) months with the following exceptions, which shall supersede the provisions stated above:

Any specific date for removal stated on the disciplinary document shall be followed.

Discipline for a violation of the City's Administrative guidelines covering Harassment,

Discrimination and Workplace Violence shall not be removed from the employee file.

Any disciplinary action involving suspension, demotion or removal of pay equating to 48 hours or more may not be removed.

Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 30 - UNION OFFICIALS TIME OFF

A. Union Leave Bank

1. A Union business leave bank will be established for the purpose of Union business time off. Each bargaining unit member will donate four (4) hours of vacation time per year, available from their personal vacation leave account, into the Union's business leave bank. This bank will be used at the discretion of the principal officers of the Union to ensure that Union members are able to attend Union-associated conventions, seminars, meetings, etc. at no cost to the City.
2. The City will deduct four (4) hours from each bargaining unit member at the beginning of the calendar year. At the end of the calendar year, any hours remaining in the Union business leave bank will reduce proportionately the individual contribution for the ensuing year. The size of the bank will be determined by the number of bargaining unit members as of January 1st of each year.

B. City Leave Bank

1. Union officials will be granted paid time off for Union business that will not count against the Union leave bank. The purpose of such release time must be limited to matters that directly involve the administration of the Agreement, such as labor management meetings, special committees with the approval through the labor/management process, the processing and adjustment of grievances, and negotiations regarding changes to the existing Agreement.
2. The allowable aggregate of such paid time off for all individuals shall not exceed 240 hours per year. No unused time off shall be carried over into the following years.
3. Not charged against a leave bank will be the release of two (2) Union officials, if on duty, for a maximum of four (4) hours to attend monthly Labor/Management meetings. Additional members may attend by using the Union leave bank.
4. Not charged against a leave bank will be release time for contract negotiations. Up to three (3) members of the Union negotiating team shall be allowed time off, if working, for all meetings between the Union and the City for the purpose of negotiating the terms of the contract, provided that additional team members may attend as long as attendance would not result in overtime costs to the City.
5. Not charged against a leave bank will be the release of Union officials for other functions at the express request of the City.

C. Notice Requirements and Bank Charges

1. For any release time, paid or unpaid, the Union president or designee must notify the Fire Chief or the Assistant Chief of Operations electronically or in writing of the Union's request no less than five (5) calendar days in advance. The request must identify the purpose of the time off and if it is to be charged against the Union or City leave bank and is subject to operational and administrative needs.

2. For time off charged against a bank, if the time off does not cause overtime, the deduction from the applicable bank will be made on an hour for hour basis. If the time off does cause overtime, the deduction from the bank will be made at the rate of one and one-half hours for each hour used to cover for the absent Union official.

D. Unpaid Release Time

The City agrees to allow time off without pay for Union officials or duly appointed representatives when no leave bank time applies, provided that the release would not reduce minimum manning staffing below the levels stated in Article 27.

ARTICLE 31 - NEGOTIATION PROCEDURES

The City agrees to meet with the Union in July for the purpose of negotiating wages and fringe benefits for the Union members covered by this contract. At this first meeting the parties will exchange both a list of articles to be opened as well as proposed language changes for each article opened and proposed language for any new article. It is understood and agreed upon by the parties that this process will not waive any of the rights of any of the parties. All negotiation meeting dates shall be mutually agreed upon. It is understood and agreed that only those articles or new subjects brought to the table at the initial exchange are open to discussion during negotiations, unless it is mutually agreed that other items should be added during the course of negotiations.

ARTICLE 32 - INSTRUCTOR/PROJECT OVERTIME PAY

A. Instructor Overtime Pay.

Recognizing that an on-going educational system within the EFD would be beneficial to both the Fire Department and Local #46, an instructor rate of pay will be initiated with the following guidelines:

1. The level at which the instructor will teach will be established by the Everett Fire Department Training Division.
2. The pay level for EFD instructors will be 1.5 times the employee's hourly rate.
3. Instructors would be requested to teach his own platoon on duty without additional pay when assigned a block of teaching time, to be established by the instructor and the Training Division.
4. All qualified personnel, as established by the Fire Department Training Division, will have the opportunity to participate in this program.
5. No member shall be required to be an instructor under the terms of this contract.

B. Project Overtime Pay

1. The following special projects have been mutually agreed upon by Labor/Management.
 - a) Fit testing
 - b) Site planning
 - c) Labor/Management committees (i.e. rig committee, turnout gear committee)
 - d) FDM or RMS auditing
 - e) PCR review, paper or electronic
 - f) Recruiting
 - g) Equipment, PPE testing
 - h) Bike medic
 - i) First aid station (excluding Event Center)
 - j) Technology implementation projects
 - k) Community risk reduction (community outreach and public education)
 - l) Approved Committees (i.e. Truck, Engine, Safety)
2. Pay for projects will not be used for normal duties or activities performed by the employee in their position. The City is not prohibited from assigning work on projects to employees as other, regular assigned duties or to light duty personnel.
3. The pay level for EFD projects will be 1.5 times the employee's hourly rate.
4. Qualifications to be eligible for projects will be established by Labor/Management.
5. Hours awarded for the work will, to the extent possible, be equally distributed. IAFF Local 46 will monitor hours annually. Projects will not be split between employees unless mutually agreed to by Labor/Management.
6. Projects and employee selections will be determined by the Fire Administration using the criteria listed above.
7. Subject to Labor/Management agreement, project pay may be offered to assist the Administration in support of work currently assigned to personnel working within the

Administration.

C. Event Center Pay

Employees staffing the Event Center will be paid in accordance with the rate contracted with the Event Center.

D. Instructor/Project Overtime Pay & Event Center Pay

1. All assignments and hours must be pre-approved.
2. Hours must not exceed the FLSA overtime threshold.
3. Participation is voluntary.

ARTICLE 33 - ROTATION TO COVER OFF-DUTY HOURS FOR DEPUTY FIRE MARSHALS, ASSISTANT FIRE MARSHALS, AND PIO

Deputy Fire Marshal are required to participate in a mandatory on-call rotation to cover off-duty hours. For carrying a pager and being available to respond to calls during certain off-duty hours, Deputy Fire Marshals, Assistant Fire Marshals*, and members serving as Public Information Officers. shall receive compensation in the amount shown below** per hour. During weekdays, the pager period shall be 14 hours and on weekend days it shall be 24 hours. During weeks which contain a City holiday, ten (10) hours for each holiday will be added. During such pager periods, the employees shall not be confined in terms of location or activity but shall report for duty at the fire scene within 45 minutes of notification.

Any off-duty member required to communicate over the phone or video conference shall receive a minimum of 30 minutes pay at the overtime rate or the actual time involved in the call/video, whichever is greater, and must provide third-party documentation.

* Assistant Fire Marshals may opt into the mandatory on-call rotation schedule of the Fire Marshals, for a minimum of three (3) months at a time. Assistant Fire Marshals may be assigned to participate in the mandatory on-call rotation when two (2) or less Deputy Fire Marshals are available to cover off-duty hours (i.e., due to disability, military leave, or vacation).

** The amount per hour will be adjusted in accordance with the cost of living increases in Article 9. The amount for 2026 is: \$ \$4.58

2027: \$4.77

2028: \$4.95

2029: TBD per article 9

ARTICLE 34 - FIRE ACADEMY ASSIGNMENT

1. North Bend Training Academy

Any Captain or Acting Captain assigned to the State Fire Service Training Facility at North Bend will be compensated as follows:

Three hours of pay per day at the overtime rate in lieu of any and all other expenses.

The City also agrees to pay the standard City mileage fee for one round trip from Everett to the North Bend facility for each week the employee is assigned to North Bend.

New-hire recruits who are required to attend the State Fire Service Training Facility at North Bend shall be paid a per diem equal to 90% of the hourly rate of a First-Class Firefighter or the City can elect to pay for the recruit's meals. The payment is in lieu of any, and all expenses incurred by the recruit.

2. Snohomish County Training Academy:

Any Captain or Acting Captain assigned to the Snohomish County Fire Training Academy will be compensated as follows:

Two hours of pay per day at the overtime rate in lieu of any and all other expenses. This reflects the fact that there is no extended travel or overnight stays expected of the captain or acting captain assigned to the SCFTA.

ARTICLE 35 - FIRE DIVISION CHIEFS

1. The parties have agreed to include in the bargaining unit the position of Division Chief.
2. Inclusion of the Division Chiefs, effective on the execution date of this Agreement, is reflected in some of the above articles. Other articles apply generally to the bargaining unit.
3. Certain provisions of the Agreement require modification or addition, as set forth below.

A. Holidays:

Division Chiefs are entitled to the same holidays off, as set forth in Article 10 for non-suppression personnel.

B. Overtime:

Notwithstanding any inconsistent aspect of Article 13, the following applies to Division Chiefs:

1. Overtime will be paid for as defined in Article 14
2. An employee, subject to the approval of the Chief or designee, may receive compensatory time in lieu of overtime pay at the rate of one and one-half (1.5) hours for each hour worked. The maximum accumulation of compensatory time is eighty (80) hours. Compensatory time is to be earned and used with prior approval.
3. Except as provided above, overtime work will only be authorized by the Chief or designee.

C. Non-Specialty and Specialty Pay:

This section of Article 9 shall not apply to Division Chiefs.

4. Division Chiefs shall be selected from a single civil service list, based on civil service rules and qualifications.

Existing Division Chiefs shall have the opportunity to apply for lateral openings when they occur, with no requirement to appear on the eligible register. Civil service eligible registers shall supplement the applicant pool in the event of lateral requests.

Division Chief roles and responsibilities shall be evaluated and redistributed at least every three years, or up to annually with mutual agreement from the Union.

ARTICLE 36 - SPECIALTIES

I. Rules for Rescue Technician

- A. The number of personnel (32 at any one time) will be the sole responsibility of the Fire Administration.

Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Rescue Team members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Rescue Technician Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Rescue Technician Team.

1. Personnel selection will be based on criteria developed by the Fire Administration and the Union. This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
2. Those employees who occupy a Rescue Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression they will be eligible for reassignment to the team regardless of their rank. These employees will be reassigned to the team as positions become available in the order they returned to suppression. Those non-suppression employees with prior team membership, and those who have returned to suppression and are waiting for a team opening will be eligible for ongoing overtime competency training.

- B. Employees who occupy a Rescue Team position shall receive an additional 3% specialty pay attached to their base salary.

1. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above.
2. Personnel who lose Rescue Technician status for failure to maintain competency, and who later regain certification as determined by the Administration, may be offered the next available open position.

- C. Rescue team training will be part of and in accordance with Snohomish County Rescue team standards.

- D. Personnel selected to be a Rescue Technician must meet the following criteria:

1. Be familiar with Department rescue equipment.
2. Rescue Technician members will be required to attend, satisfactorily complete, attain and retain certification in all rescue disciplines required for County Team membership. Regardless of County Team standards, the minimum standard for Everett Fire Department Rescue Team members is Rescue Systems 1 (USAR), Confined Space, Rope, and Trench Rescue Certification.
3. Rescue Technician members will be required to attend and satisfactorily complete at least one County Team training session per calendar year in each of the four

disciplines of Rescue Systems 1 (USAR), Confined Space, Rope, and Trench, and must attend and satisfactorily complete at least one County Team evaluation session per calendar year.

4. Rescue Technician members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
5. Rescue Technician members not meeting the annual requirement for any other reason will be de-certified and Rescue Team specialty pay will be terminated.
6. Rescue Tech members are eligible for up to a maximum of 40 hours overtime per year to the Rescue Tech or their replacement if the Technician is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift rescue training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
7. Travel time for special operations training shall remain inclusive of contractual overtime limits.

II. Rules for Hazardous Materials Technician

- A. The number of personnel (28 at any one time) will be the sole responsibility of the Fire Administration.

Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee of Fire Administration and Hazardous Materials Team, members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Hazardous Materials Technician Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Hazardous Materials Technician Team.

1. Employees who occupy a Hazardous Materials Team position shall receive an additional 3% specialty pay attached to their base salary.
2. Personnel selection will be based on criteria developed by the Fire Administration and the Union This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
3. Hazardous Materials Technician Team members who promote to the rank of Battalion Chief will be required to attend, satisfactorily complete, attain and retain certification in Hazardous Materials Incident Command as well as all other required Hazardous Materials Technician team training in order to remain on the team.
4. Those employees who occupy a Hazardous Material Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression, they will be eligible for reassignment to the team regardless of their rank. These employees will be reassigned to the team as positions become available in the order they returned to suppression. Those non-suppression employees with prior team membership, and those who have returned to suppression and are waiting

for a team opening will be eligible for ongoing overtime competency training.

B. Haz/Mat Tech training will be part of and in accordance with Snohomish County Haz/Mat Team Standards.

1. Haz/Mat Team members not meeting the annual requirement for any other reason other than long-term disability will be de-certified and Haz/Mat specialty pay will be terminated.
2. Haz/Mat Team members will be required to attend and satisfactorily complete one County training session per quarter as scheduled by the Snohomish County Joint Operations Board.
3. Haz/Mat Team members with specialty positions within the Hazardous materials team shall also attend and satisfactorily complete specific training for designated positions as listed in the Snohomish County Hazardous Materials and Weapons of Mass Destruction Suggested Operating Guidelines.
4. Haz/Mat Team members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.
5. Haz/Mat Team members are eligible for up to a maximum of 32 hours overtime per year to the Haz/Mat Tech or their replacement if the Technician is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Haz/Mat training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
6. Travel time for special operations training shall remain inclusive of contractual overtime limits.

III. Rules for Marine Team

1. The number of personnel 20 Coxswain and or Deck Hands, will be the sole responsibility of the Fire Administration.
2. Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Marine Team members will select the applicant(s) from that/those classifications. When an applicant has been accepted into the Marine Team, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from the Marine Team.
3. Personnel selection will be based on criteria developed by the Fire Administration and the Union. This criterion includes, but is not limited to department needs, training, qualifications, classification of ranks, and response time to Everett.
4. Those employees who occupy a Marine Team position and who accept a non-suppression position within the department will not be eligible for team membership during their non-suppression assignment. Upon their return to suppression, they will be eligible for reassignment to the team regardless of their rank when an opening exists. These employees will be reassigned

to the team as positions become available in the order they returned to suppression.

5. After selection to the team and initial training as a deck hand, Marine Team members have 18 months to obtain certification as a coxswain. Failure to progress to certification as a coxswain may result in removal from the team. Retaining coxswain certification is required for continued team membership.
6. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above.
7. Marine team training will be in accordance with Administration standards.
8. Personnel selected to be a Marine Team must meet the criteria set forth by Administration and the Union.
9. Marine team members not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative. Marine Team members not meeting the annual requirement for any other reason will be de-certified and Marine Team specialty pay will be terminated.
10. Marine Team members are eligible for up to a maximum of 32 hours overtime per year to the Marine Team or their replacement if the team member is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Marine Team training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
11. Travel time for special operations training shall remain inclusive of contractual overtime limits.

IV. Rules for Rescue Swimmers

1. The number of Rescue Swimmers will not exceed 16 and is the sole responsibility of Fire Administration.
2. Administration will retain sole authority to determine from which classifications (e.g. firefighter, paramedic, driver, captain) applicants will be selected. Upon determination of which classification(s) is/are needed, a committee comprised of Fire Administration and Rescue Swimmers will select the applicant(s) from that/those classifications. When an applicant has been accepted as a Rescue Swimmer, a change in the individuals' classification (other than a promotion out of suppression) will not disqualify a member from being a Rescue Swimmer.
3. Vacancies created by personnel failing to maintain certification will be filled using the criteria listed above
4. Rescue swimmer training will be in accordance with Administration standards.
5. Personnel selected to be Rescue Swimmers must meet the criteria set forth by Administration and the Union.
6. Rescue swimmers not meeting their annual requirement due to long term disability will be assigned to day shifts in Training upon their return to work in order to complete the missed training or an equivalent alternative.

7. Rescue swimmers not meeting the annual requirement for any other reason will be de-certified and Rescue Swimmer pay will be terminated.
8. Rescue swimmers are eligible for up to a maximum of 32 hours overtime per year or their replacement if the team member is released from duty for off-shift training. For the purposes of this Article, overtime for employees attending off-shift Marine Team training will not be on the member's overtime record as per Article 13 of the Collective Bargaining Agreement. It will be the sole responsibility of the employee to meet continuing education competencies on an annual basis.
9. Travel time for special operations training shall remain inclusive of contractual overtime limits.

ARTICLE 37 - AUTOMATIC VEHICLE LOCATOR/ELECTRONICS

Recognizing that SNOPAC communications dispatch center plans to implement Auto Vehicle Locator (AVL) technology throughout its communication system, the City and the IAFF Local 46 mutually agree to not use AVL data without cause for disciplinary investigations or actions. AVL equipment may be used for computer-aided dispatch, mapping, proximity-based routing, incident/accident investigation, training, service planning, system performance monitoring, complaint resolution, criminal investigations, and as part of follow-up to corrective action. AVL equipment will not be randomly used to monitor employee performance without cause.

City shall have the right to install video equipment in the fire department fleet. Cameras will be exterior facing only and will not record audio.

The City and the IAFF Local 46 mutually agree to not use video data without cause for disciplinary investigations.

ARTICLE 38 - DRUG/ALCOHOL WORK RULES AND TESTING PROCEDURES

The Union and the City agree that a committee may be formed during the term of this agreement to update this article. The committee shall be made up of equal representation from labor and management.

Section 1 Purpose

The City and the Union recognize that illegal or unauthorized drug and alcohol use by employees (including probationary employees) would be a threat to the public welfare and the safety of its personnel. It is the purpose of this policy to eliminate or resolve illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty or attending an on-line department meeting nor, shall an employee report for duty under the influence of alcohol or unauthorized drugs.

While the City desires to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees must not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances. Employees participating in treatment programs are expected to abide by all job performance standards and work rules.

Section 2 Policy

The Everett Fire Department performs a vital public service to the community. To ensure this service is delivered safely, we are dedicated to providing and maintaining a drug- and alcohol- free work environment. It is the City's policy to:

- Ensure that employees have the ability to perform their assigned duties in a safe, healthy, and productive manner
- Create a workplace free from the adverse effects of drug and alcohol abuse or misuse
- Prohibit the unlawful distribution, possession, or use of controlled substances
- Encourage employees to seek professional assistance any time personal problems, including alcohol and drug dependency, adversely affect their ability to perform their assigned duties

Section 3 Fairness of Article

The City is dedicated to assuring fair and equitable application of this drug and alcohol work rules article. Therefore, supervisors/managers are required to use and apply all aspects of this article in an unbiased and impartial manner. All supervisors and managers have a duty to uphold this article.

Section 4 Informing Employees

All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the tests can determine, and the consequence of testing positive for drug use.

The City encourages employees to seek treatment voluntarily and makes available the Employee Assistance Program (EAP). Any employee who chooses to notify the fire department of alcohol or substance abuse problems prior to either testing positive for alcohol or drugs, or being arrested for or convicted of a DUI, will be given the assistance extended to employees with other illnesses. Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation.

Insurance coverage for treatment will be provided to the extent of the individual's elected medical coverage.

Employees are encouraged to contact the Human Resources Department for help in understanding benefits and leave policies when participating in the EAP. Any decision to seek voluntary help through the EAP or other resource will not interfere with an employee's continued employment. Employees who voluntarily come forward and ask for assistance to deal with a drug and/or alcohol problem shall not be disciplined by the City. Policies and procedures related to the confidentiality of personal medical information will be maintained at all times.

Section 5 Employee Testing

Unless otherwise required by law, or as required by sections 12 or 15 of this article, employees shall not be subject to random urine testing or blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse.

5.1 Reasonable Suspicion Testing

If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this article.

Reasonable suspicion for the purposes of this article is defined as follows: the City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee and shall include, as a minimum, a written report documenting objective, measurable changes in an employee's work performance due to unauthorized drug or alcohol use by two (2) observers who have had an adequate opportunity to observe these changes. Any member who refuses to comply with this article shall be removed from duty immediately and may be subject to disciplinary action.

5.2 Post-Incident/Accident Testing

Employees will be required to undergo urine and breath testing if they are involved in an incident/accident with a City vehicle that results in a fatality or bodily injuries requiring transport for medical treatment.

Following an incident/accident, the employee will be tested as soon as possible, but not to exceed 8 hours from the time of the accident for alcohol testing and 32 hours from the time of the accident for drug testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured employee following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

5.3 Positive Test Results

All positive test results shall be reviewed by a Medical Review Officer (MRO) who shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall review and interpret confirmed positive urine test results from the laboratory and shall examine alternative medical explanations for such positive tests. Prior to the MRO's final decision to verify positive urine drug test results, the employee shall have the opportunity to discuss the results with the MRO. If the employee does not discuss the results of the positive urine drug test with the MRO within 72 hours after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

Section 6 Sample Collection

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA).

Collection of blood or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples will be submitted as per NIDA standards including the recognized chain of custody procedures. Employees have the right for Union representation to be present. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Article.

A split sample shall be reserved in all cases for an independent analysis in the event of a non-negative specimen. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the laboratory's paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test result.

Section 7 Drug Testing

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmatory test as provided within NIDA standards. The initial test shall use an immunoassay test procedure, which meets the

requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

INITIAL TESTING:

Marijuana (by blood draw) Cocaine metabolites	150 ng/ml
Opiate metabolites ¹	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
AMP/MAMP	500 ng/ml
MDMA	500 ng/ml

(1) *If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.*

If initial test results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING:

Marijuana metabolites ²	(by blood draw) Cocaine	100 ng/ml
Opiate metabolites		
Morphine		2000 ng/ml
Codeine		2000 ng/ml
Phencyclidine	25 ng/ml	Amphetamines
Amphetamine		250 ng/ml
Methamphetamine		250 ng/ml
MDMA		250 ng/ml
MDA		250 ng/ml
MDEA		250 ng/ml

(2) *Benzoyllecgonine*

If confirmatory testing results are negative, all samples shall be destroyed, and records of the testing expunged from the employee's files.

In the event screening levels as established by federal law change during the term of the Agreement, the parties agree to meet and bargain the changes for adoption.

It is agreed to use only a blood draw for marijuana testing. Testing for marijuana levels will be a THC concentration of 4.00 nanogram per milliliter (ng/ml) or higher as shown by analysis of the person's blood. THC concentration means nanograms of delta-9 tetrahydrocannabinol per milliliter of a person's whole blood.

An employee who is allowed to re-enter the workforce after receiving a confirmed positive test must successfully complete the treatment and rehabilitation program prescribed by an SAP and must agree to an Everett Fire Department Last Chance Agreement.

Drug test results gathered under this article will not be used in a criminal investigation or prosecution.

Section 8 Alcohol Testing

Tests for alcohol concentration will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). The test will be considered positive if the amounts meet the thresholds as established in 49 CFR Part 40, as amended.

No employee should report for duty, or remain on duty, when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her percentage of blood alcohol concentration (BAC) is 0.04 or greater.

Any employee who tests positive for alcohol with a confirmed BAC level of 0.04 or higher will be placed on paid administrative leave pending investigation and referred to a Substance Abuse Professional (SAP) through the City's EAP. A positive alcohol test may result in discipline depending upon the circumstances related to the positive test.

An employee who is allowed to re-enter the workforce after receiving a confirmed positive test must successfully complete the treatment and rehabilitation program prescribed by an SAP and must agree to an Everett Fire Department Last Chance Agreement.

Section 9 Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall be familiar with the characteristics of tests (sensitivity, specificity and predictive value), the laboratories conducting the tests and the medical conditions and work exposures of the employees.

The role of the MRO will be to review and interpret the positive test results. He/she must examine alternative medical explanations for any positive test results. This action shall include conducting a medical review with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all relevant medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

Section 10 Laboratory Results

The MRO will advise the employee of any confirmed positive results. The results of any positive drug or alcohol test can only be released to the City by the MRO once the MRO has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential in accordance with established policies and procedures.

Section 11 Testing Program Costs

The City shall pay for costs involving the original drug and alcohol testing, including mileage and time associated with any off-duty testing. Employees will be paid at the straight time rate of pay for time spent traveling to and from and participating in any off-duty testing. The City will also pay for all expenses associated with the MRO. Any additional split-sample testing costs at the request of the employee shall be borne by the employee.

Section 12 Voluntary Rehabilitation Program

An employee may voluntarily enter rehabilitation without a requirement for prior testing. Employees who enter the program on their own shall not be subject to random retesting by the City. Employees may, with prior approval, use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an employee tests positive during the one (1) year period following completion of voluntary rehabilitation, the employee will be re-evaluated by a SAP to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by medical insurance, which arise from counseling or treatment.

Section 13 Duty Assignment

If the duty assignment for an employee is modified or changed as a result of a voluntary rehabilitation program, and the employee successfully completes his/her rehabilitation program, the employee may be returned to the regular duty assignment. Once treatment and follow-up care is completed, and two (2) years have passed with no further violations of this article, test results will be purged from the personnel file.

Section 14 Right of Appeal

The employee has the right to challenge the results of a City-ordered drug or alcohol test and request a retest at the employee's expense. The employee has the right to grieve any discipline imposed by the City pursuant to a positive drug or alcohol test in the same manner that the employee may grieve any other City action.

Section 15 Off Duty Driving Under the Influence of Drugs or Alcohol

The parties agree that all of the following penalties will be imposed upon any employee committing a gross misdemeanor or greater violation related to driving under the influence of drugs or alcohol off duty:

1. First conviction or Deferred Prosecution
 - A. Mandatory inpatient treatment and counseling. The employee will be allowed to use accrued sick leave, if available, for treatment.
 - B. Voluntary entry into the Washington Recovery and Monitoring Program for a period of no fewer than five (5) years.
 - C. Employees with a restricted driver's license requiring an ignition interlock device will be prohibited from driving any City-owned vehicle as long as the license restriction applies.
 - D. A last Chance Agreement of 60 months which will include a suspension and/or demotion at the sole discretion of the City.
2. Second conviction while working under a Last Chance Agreement will result in termination of employment.
3. Any third conviction will result in immediate discharge.

Employees must notify the Assistant Chief of Operations or the on-duty Battalion Chief of any arrests and/or conviction under any criminal drug or alcohol statute prior to their next work day and within 72 hours following the arrest charge and/or conviction.

Existing employees who have a single DUI or deferred prosecution on record prior to January 1, 2012, shall be

subject to the first conviction criteria above.

Existing employees who have two DUIs on record prior to January 1, 2012, will have their current Last Chance Agreements sunset when they have met both of the following conditions:

1. The employee regains an unrestricted driver's license from the State of Washington Department of Licensing, and
2. The employee completes his/her voluntary Washington Recovery and Monitoring Program.

Section 16 City Responsibility

This drug and alcohol testing program was initiated at the request of the City. The City assumes the responsibility for the administration of the Drug and Alcohol Testing Program.

Section 17 Consent for Sampling and Release of Information Form

CONSENT/RELEASE

Subject to my rights under Article 38 of the Collective Bargaining Agreement between Local 46 of the IAFF and the City of Everett, I consent to the collection of a urine/blood, and/or breath sample by _____ and its analysis by _____ for alcohol and those drugs specified in the Collective Bargaining Agreement.

Laboratory test results will be allowed to be released to the City only after the results have been reviewed and interpreted by the Medical Review Officer. Information provided to the employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person or entity other than the City without my written consent.

I understand I have the right to my complete test results and that the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion retested at my expense in the event the test results are confirmed positive.

I understand that the City is requiring me to submit to this test as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood and/or breath sample will result in disciplinary action by the City.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation. By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand that I have the right to challenge any confirmed positive test result and any employer action based thereon by filing a grievance under the Collective Bargaining Agreement.

Date

Employee Signature

ARTICLE 39 - DURATION

This Agreement shall be effective as of the first day of January 2026 and shall remain in full force and effect through the last day of December 2029.

With respect to articles of this Agreement, any such article may be opened for negotiations if mutually agreed by both parties. If agreement is not reached within thirty (30) days, said article shall remain in full force as originally written.

The parties recognize that Ch. 41.56 RCW may impose additional bargaining obligations during the term of this Agreement. Subject to the rights and obligations set forth elsewhere in this Agreement, the parties are committed to discharging any such obligations which may arise hereafter under Ch. 41.56 RCW in connection with material alterations of the City's boundaries and/or contracting with other municipalities or entities to provide or receive fire, emergency or emergency medical services normally performed by members of the Union's bargaining unit within or without City boundaries.

IN WITNESS WHEREOF, the parties have set their hands on the _____ day of _____, 2026.

CITY OF EVERETT

EVERETT FIREFIGHTERS, LOCAL 46

CASSIE FRANKLIN, Mayor

MICHAEL MORTON, President

ATTEST:

CITY CLERK

SEBASTIAN SITTIG, Lead Negotiator

APPROVED AS TO FORM:

CITY ATTORNEY

APPENDIX 1 - EDUCATION INCENTIVE MATRIX

Education Incentive Matrix					
Level 1 Common Track					
Course	Hours	Notes			
IS-100	2				
IS-200	4				
IS-700	3.5				
IS-800	3				
Incident Safety Officer	16	National Fire Academy			
Instructor I Certification	32	IFSAC or ProBoard			
Fire Officer I Certification	40	IFSAC or ProBoard			
Inspector I Certification	40	IFSAC or ProBoard or International Code Council (ICC)			
Fire Protection Strategy and Tactics	32				
Fire Protection Systems	32				
Fire Protection Hydraulics	32	JATC Required Courses			
Building Construction	32				
Fire Protection Codes/Inspections	32				
Total Level 1 Hours	300.5				
Level 2 Specialty Track					
Track 1 - Fire Command		Track 2 - Fire Prevention		Track 3 - EMS	
Course	Hours	Course	Hours	Course	Hours
Fire Officer 2 Certification (IFSAC or ProBoard)	40	Inspector 2 Certification (IFSAC or ProBoard or International Code Council (ICC))	40	Completed Paramedic Training and Certification	76
Hazardous Materials IC	24	Plans Examiner I Certification (IFSAC or ProBoard or International Code Council (ICC))	32	Elective Training	32
Elective Training	44	Elective Training	36		
Total Level 2 Hours 108		Total Level 2 Hours 108		Total Level 2 Hours 108	
Total Combined Matrix Hours 408.5		Total Combined Matrix Hours 408.5		Total Combined Matrix Hours 408.5	
Level 2, Track 1 electives will be pre-approved by the A.C. of Administration in one or more of the following subject areas: leadership, incident management, tactical decision making, human resources, data analysis, or productivity software.		Level 2, Track 2 electives will be pre-approved by the Fire Marshal in one or more of the following subject areas: fire investigations, fire inspections, plans examination, codes, or productivity software.		Level 2, Track 3 electives will be pre-approved by the A.C. of Administration in one or more of the following subject areas: leadership, incident management, tactical decision making, human resources, data analysis, or productivity software.	

LETTERS OF UNDERSTANDING/MEMORANDUM

Civil Service List LOU

Washington State Wildland Mobilization LOU

Photo Enforcement LOU

Project title: Approve Amendment 3 to Invitation for Bid 2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Amendment 3 with Aalbu Brothers Fabrication

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 3/18/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Amendment 3 – Aalbu Brothers Fabrication

Department(s) involved:
Procurement & Motor Vehicle Division

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
MEB
Department head

Administration

Council President

Project: Vehicle Upfit and Service Bodies

Partner/Supplier: Al Van Equip NW Inc and Aalbu Brothers Fabrication

Location: N/A

Preceding action: [12/6/23](#) Authorize Release of Invitation for Bid 2023-157 Vehicle Upfit and Service Bodies
[2/14/24](#) Award Invitation for Bid 2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Services Agreement with Al Van Equip NW Inc. and Aalbu Brothers Fabrication
[8/28/24](#) Award and Authorize the Mayor to sign Amendment 1 to Invitation for Bid 2023-157 Vehicle Upfit and Service Bodies with Aalbu Brothers Fabrication only.
[2/12/25](#) Approve Amendment 1 & 2 to Invitation for Bid 2023-157 Vehicle Upfit and Service Bodies and Authorize the Mayor to Sign Amendment 1 with Al Van Equip NW Inc. and Amendment 2 to Aalbu Brothers Fabrication.

Fund: None

Fiscal summary statement:

This is a no-cost amendment.

Project summary statement:

On March 4, 2026, the City Council awarded the vehicle upfit contract 2025-092 to Allied Service Bodies. The previous upfit provider was Aalbu Brothers Fabrication. This amends the Aalbu Brothers Fabrication agreement by one month to facilitate the transition. This is a no-cost amendment.

Recommendation (exact action requested of Council):

Approve Amendment 3 to Invitation for Bid 2023-157 Vehicle Upfit and Service Bodies and authorize the Mayor to sign Amendment 3 with Aalbu Brothers Fabrication.

**AMENDMENT NO. 3
SERVICES AGREEMENT**



This Amendment to Services Agreement ("**Amendment**") is effective as of the date of the Mayor’s signature below, and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the person identified as the Service Provider below ("**Service Provider**"). The City and Service Provider are parties to the Services Agreement described below, as may be previously amended ("**Agreement**"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	Aalbu Brothers Fabrication
City Project Manager	Tony Cademarti
	TCademar@everettwa.gov
Original Agreement Date	March 1, 2024

AMENDMENTS	
New Completion Date	<p>March 30, 2026</p> <p>The City is transitioning to a new service provider. The purpose of this amendment is to extend the Completion Date for a short period to facilitate the transition.</p>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

AALBU BROTHERS FABRICATION

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Francis Craven

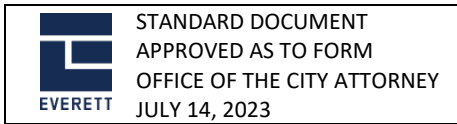
Signer's Email Address: francis@aalbubrothers.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk





City Council Agenda Item Cover Sheet

Project title: Professional services agreement with GeoEngineers for monitoring services at the Diking Improvement District No. 5 Advance Mitigation Site Amendment No. 1

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
 Proposed action
 Consent 03/18/26
 Action
 Ordinance
 Public hearing
 Yes X No

Budget amendment:
 Yes X No

PowerPoint presentation:
 Yes X No

Attachments:
 PSA

Department(s) involved:
 Public Works

Contact person:
 Tom Hood

Phone number:
 425-257-8809

Email:
 thood@everettwa.gov

Initialed by:
 RLS

Department head

Administration

Council President

Project: Diking Improvement District No. 5 Advance Mitigation Site

Partner/Supplier: Diking Improvement District No. 5

Location: Smith Island East of I-5, North of 12th Street NE

Preceding action: [Year 7 Monitoring PSA, approved on 1/8/25](#)

Fund: Fund 401 – Water & Sewer Utility

Fiscal summary statement:

The funding source is Fund 401 – Water & Sewer Utility. This amendment increases the contract amount by \$25,600, bringing the total contract value to \$103,600. No budget amendments are necessary.

Staff time and consultant expenses are reimbursed by Diking Improvement District No. 5 under an existing Interlocal Agreement.

Project summary statement:

In partnership with Snohomish County, the City restored intertidal and riverine influence to 350-acres of intertidal wetland habitat on Smith Island in 2018. On the City-owned 55-acre property an Advance Mitigation Site was created to offset wetland impacts from future projects. Along the former dike system a second Advance Mitigation Site was created for Diking Improvement District No. 5 to use toward mitigating impacts of repairs and projects. Environmental permits for both the City and District Advance Mitigation Sites require 10 years of monitoring to ensure that the restoration reaches the required performance levels to attain full use of Advance Mitigation Credits.

Monitoring will be completed per the schedule in the Advance Mitigation Plans for each respective agency. The District has requested that the City continue to manage the monitoring of the District site because the City is performing similar oversight of the City site. Amendment No. 1 to the Professional Services Agreement with GeoEngineers provides for Monitoring and Reporting Services for Year 8.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with GeoEngineers for monitoring services at the Diking Improvement District Advance Mitigation Site in the amount not to exceed \$25,600.



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement (“**Amendment**”) is effective as of the date of last signature below, and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the Service Provider identified below (“**Service Provider**”). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended (“**Agreement**”). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

Service Provider	GeoEngineers
City Project Manager	Heather Griffin
	hgriffin@everettwa.gov
Original Agreement Date	1/9/2025

AMENDMENTS							
New Completion Date	<p>If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2027</p> <p>If no new date is entered, this Amendment does not change the Completion Date.</p>						
New Maximum Compensation Amount	<p>If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.</p> <table border="1" style="width: 100%;"> <tr> <td>Maximum Compensation Amount Prior to this Amendment</td> <td align="right">\$78,000</td> </tr> <tr> <td>Compensation Added (or Subtracted) by this Amendment</td> <td align="right">\$25,600</td> </tr> <tr> <td>Maximum Compensation Amount After this Amendment</td> <td align="right">\$103,600</td> </tr> </table>	Maximum Compensation Amount Prior to this Amendment	\$78,000	Compensation Added (or Subtracted) by this Amendment	\$25,600	Maximum Compensation Amount After this Amendment	\$103,600
	Maximum Compensation Amount Prior to this Amendment	\$78,000					
	Compensation Added (or Subtracted) by this Amendment	\$25,600					
Maximum Compensation Amount After this Amendment	\$103,600						

Changes to Scope of Work	<p>Scope of Work is changed by ADDING the work in the attachment to this Amendment </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>
Other Provisions	None
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

GEOENGINEERS, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Joe O. Callaghan

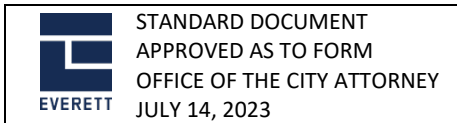
Signer's Email Address: jcallaghan@geoengineers.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk





1145 Broadway, Suite 300
Tacoma, Washington 98402
253.383.4940

February 10, 2026

City of Everett Public Works Department
3200 Cedar Street
Everett, Washington 98201-4516

Attention: Heather Griffin, PE

Subject: Year 8 Qualitative Monitoring
Diking Improvement District No. 5 Smith Island Estuary Advance Mitigation Site
Everett, Washington
File No. 0661-128-04

Introduction and Project Understanding

GeoEngineers, Inc. (GeoEngineers) is pleased to present the following scope and fee estimate to the City of Everett (City) for Year 8 (2026) qualitative monitoring of Diking District No. 5's (DID5) Smith Island Advance Mitigation Site (AMS).

GeoEngineers completed Year 7 (2025) Mitigation Monitoring and submitted the annual Report¹, which documented the site is meeting three of the six site performance standards. The site is not meeting performance standards regarding invasive and noxious weed species but otherwise progressing towards a high functioning estuarine wetland. In order to meet Year 10 performance standards, control of invasive and noxious weed species needs to be performed at the site. This scope and fee estimate is based on previous work on the site, the results of the Year 7 (2025) Mitigation Monitoring Report, and conversations with the DID5 and the City. This scope will include a qualitative invasive species site walkthrough, an invasive species workplan for Cascade Ecology, and geospatial data of invasive species. In addition, this scope will include agency coordination and written documentation to revise site performance standards. The scope and fee estimate includes a contingency task (Task 500) to cover unanticipated additional services on an as-needed basis and will require written authorization from the City to be activated.

¹ GeoEngineers Inc. (GeoEngineers). 2025. Year 7 Mitigation Monitoring Report, Diking Improvement District No. 5, Smith Island Estuary Restoration Advance Mitigation Site, Everett, Washington. GEI File No. 0661-128-03. December 3, 2025.

Scope of Services

YEAR 8 QUALITATIVE SITE MONITORING

- Task 100 – Project Management and Coordination
 - Coordination with the invasive species control contractor (Cascade Ecology).
 - Communications of schedule and overall progress of the project.
 - Contract administration including file setup, contract processing, monthly budget review, progress report and invoice preparation.
- Task 200 – Invasive Species Site Walkthrough
 - Two GeoEngineers' biologists will conduct a qualitative site walkthrough (two, 10-hour days) to identify and map invasive species locations and densities throughout the delineated wetland areas of the AMS.
 - Data will include visual observations and global positioning system (GPS) data collection of invasive species points and patches.
 - Observations of mudflat and marsh development, wildlife use, man-made debris accumulations or other conditions that could undermine achievement of performance standards, and previous invasive species control efforts will also be recorded.
- Task 300 – Invasive Species Work Plan
 - GeoEngineers will prepare a workplan to prioritize invasive species management for the Year 8 growing season. The workplan will identify species and site locations of highest priority in order to target control efforts with a goal of maximizing performance standard achievement.
 - The workplan, figure and invasive species location data will be provided to Cascade Ecology.
 - This task will include up to two, 1-hour meetings with Cascade Ecology to review the work plan and support work plan implementation, as needed.
- Task 400 – Agency Coordination for Performance Standard Revisions
 - Two AMS site performance standards have been identified for proposed revisions in order to remove instances of double counting invasive species occurrences.
 - This task would include agency discussion and coordination for performance standard revisions, to be implemented prior to Year 10 formal monitoring.
 - GeoEngineers will prepare a memorandum to document agency discussions and formally request revisions to site performance standards.

Assumptions

- Invasive and noxious weed species are defined as those listed in the approved Advanced Mitigation Plan (AMP)² performance standards.
- The invasive species site walkthrough and workplan will be limited to wetland areas of the AMS as delineated in the Year 7 Mitigation Monitoring Report (GeoEngineers 2025).

² ICF International. 2019. Diking District 5, Smith Island Estuary Restoration Advance Mitigation Plan. Prepared for City of Everett Public Works Department on behalf of Diking District #5. September 2019.

- Site visits will be timed based on tidal cycles for site access, and growing season for invasive species identification.
- Methods of invasive species management and control will be determined by Cascade Ecology.
- We assume agency decisions will be documented in a letter from the agencies and additional documentation prepared by us will not be required.

Deliverables

- Draft Year 8 invasive species workplan
- Final Year 8 invasive species workplan
- Invasive and noxious weed geospatial data

OPTIONAL TASK 500 – UNIDENTIFIED ADDITIONAL SERVICES

GeoEngineers has included an optional task to provide services related to the DID5 Smith Island Estuary Advance Mitigation Site. A fee estimate of \$5,000 was used as a placeholder, to authorize this task, an updated description of work for this task must be approved in writing by the City Project Manager.

FEE ESTIMATE AND TERMS

We plan to conduct field work in the early part of the growing season during accessible tidal cycles to give Cascade Ecology ample time to coordinate and perform invasive species control work. We will keep you apprised of project status and conditions that may significantly affect our scope and fee estimate. Our services will be completed in accordance with the terms described in the existing Professional Services Agreement between GeoEngineers, Inc. and the City of Everett dated January 9, 2025.

The total estimated fee for our services described below is \$25,600. Actual fee will be determined on a time-and expense basis. The estimated fee for our services will be determined using the rates contained in our standard 2026 Schedule of Charges, which also is attached as part of this proposal. Please see Fee Estimate for an additional breakdown of our fees, which is also attached as part of this proposal.

TABLE 1. SUMMARY OF FEES

DESCRIPTION	FEE
Year 8 Qualitative Site Monitoring	
Task 100 – Project Management and Coordination	\$2,500
Task 200 – Invasive Species Site Walkthrough	\$10,000
Task 300 – Invasives Species Work Plan	\$4,900
Task 400 – Agency Coordination for Performance Standard Revision	\$3,200
Estimated Task Subtotal	\$20,600
Optional Task 500 – Unidentified Additional Services	
Contingency task to cover unanticipated services	\$5,000
Estimated Task Subtotal	\$5,000
Estimated Grand Total	\$25,600

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to present this proposal to provide our services. Please call if you have questions or require additional information.

Sincerely,
GeoEngineers, Inc.



Courtney M. Stoker, PWS
Biologist/Project Manager



Joseph O. Callaghan, PWS, CESCL
Principal Biologist

CMS:JOC:tlm

Attachments:

Schedule of Charges – GeoEngineers Standard 2026

Fee Estimate

One electronic copy submitted

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

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Schedule of Charges - 2026

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

PROFESSIONAL STAFF		
Staff 1 Scientist	\$	158/hour
Staff 1 Engineer	\$	166/hour
Staff 2 Scientist	\$	180/hour
Staff 2 Engineer	\$	188/hour
Staff 3 Scientist	\$	206/hour
Staff 3 Engineer	\$	214/hour
Project Scientist 1	\$	235/hour
Project Engineer 1	\$	245/hour
Project Scientist 2	\$	245/hour
Project Engineer 2	\$	250/hour
Senior Engineer/Scientist 1	\$	275/hour
Senior Engineer/Scientist 2	\$	298/hour
Associate	\$	315/hour
Principal	\$	350/hour
Senior Principal	\$	375/hour
TECHNICAL SUPPORT STAFF		
Administrator 1	\$	110/hour
Administrator 2	\$	128/hour
Administrator 3	\$	144/hour
CAD Technician	\$	145/hour
CAD Designer	\$	167/hour
Senior CAD Designer	\$	194/hour
GIS Analyst	\$	179/hour
Senior GIS Analyst	\$	195/hour
GIS Coordinator	\$	217/hour
*Technician	\$	130/hour
*Senior Technician	\$	158/hour
*Lead Technician	\$	166/hour
Environmental Database Manager	\$	245/hour
Health and Safety Specialist	\$	156/hour
Health and Safety Manager	\$	208/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent providing expert services in disputes, mediation, arbitration and litigation will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Associated Project Costs (APC)

Associated Project Costs (APC) equal to six percent (6%) of professional fees will be assessed. This fee allows GeoEngineers to invest in the necessary infrastructure to ensure we provide our clients with the latest technological and data security standards. The investments include maintaining and advancing technical tools and platforms across all aspects of our business, and strengthening our defenses against cyber threats to ensure data remains secure. These costs are not included in our hourly rates or direct expenses.

EQUIPMENT		
Air Quality Equipment, per Day	\$	210.00
Air Sparging Field Test, per Day	\$	110.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per Day	\$	110.00
Asbestos Sample Kit, Each	\$	30.00
Blastmate, per Day	\$	120.00
D&M Sampler, per Day	\$	150.00
DO (Dissolved Oxygen) Kit, Each	\$	25.00
Dynamic Cone Penetrometer, per Day	\$	45.00
E-Tape (Electric Tape), per Day	\$	35.00
Electric Density Gauge, per Day	\$	110.00
Electric Density Gauge, per Week	\$	430.00
Electric Density Gauge, per Month	\$	1,400.00
Environmental Exploration Equipment, per Day	\$	225.00
Field Data Acquisition Equipment (Field Tablet), per Day	\$	55.00
Field Tablet, per Week	\$	200.00
Field Tablet, per Month	\$	750.00
Field Tablet with Cellular, per Day	\$	75.00
Field Tablet with Cellular, per Week	\$	300.00
Field Tablet with Cellular, per Month	\$	1,000.00
Field Gear / Reconnaissance, per Day	\$	55.00
Gas Detection Meters, per Day	\$	105.00
Generator, per Day	\$	110.00
Groundwater Pressure Transducer w/ Datalogger, per Day	\$	55.00
Groundwater Pressure Transducer w/ Datalogger, per Week	\$	220.00
Hand Auger, per Day	\$	100.00
Inclinometer Probe, per Day, 1 Day minimum	\$	210.00
Interface Probe, per Day	\$	65.00
Iron Test Kit, Each	\$	25.00
Laser Level, per Day	\$	60.00
Low Flow Groundwater Sampling Equipment, per Day	\$	235.00
Multiparameter Water Quality Meter, per Day	\$	85.00
Nuclear Density Gage, per Hour, 1/2 Day minimum	\$	15.00
Peristaltic Pump, per Day	\$	50.00
pH Probe,/Meter per Day	\$	20.00
PID, FID or OVA, per Day	\$	130.00
Rock/Slope Fall Protection/Rigging Equipment, per Day	\$	700.00
Saximeter, per Day	\$	60.00
Scuba Diving Gear, per Day/per Diver	\$	700.00
Shallow Soil Exploration Equipment, per Day	\$	60.00
Soil Field Screening Equipment, per Day	\$	20.00
Soil Sample Kit, Each	\$	20.00
Steam Flow Meter, per Day	\$	20.00
Strain Gauge Readout Equipment, per Day	\$	50.00
Surface Water Flow Meter, per Day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per Day	\$	50.00
Turbidity Meter, per Day	\$	50.00
Vehicle usage, per Mile, or \$30/half-day, whichever is greater	\$	IRS Rate

Specialized and miscellaneous field equipment not listed above will be quoted on a project-specific basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

Fee Estimate
Year 8 Qualitative Monitoring
Diking Improvement District No. 5 Smith Island Estuary Restoration Advance Mitigation Site
Everett, Washington

	Principal Joe Rate	Project Scientist 1 Courtney \$235	Staff Scientist 2 Bea \$180	GIS Catalena \$217	Admin 3 Tracy \$144	Task Hours	Labor Fee	Mileage \$0.73	GPS \$200	Associated Project Costs (APC) 6%	Admin Allocation 6%	Cost
Task 100 - Project Coordination and Contract Administration												
Project Coordination and Contract Administration	1	6	1	0	2	10	\$ 2,228	-	-	\$ 134	\$ 134	\$ 2,495
Subtotal Task 100	1	6	1	0	2	10	\$ 2,228	-	-	\$ 134	\$ 134	
Task 200 - Invasive Species Site Walkthrough												
Invasive Species Site Walkthrough	0	20	20	0	0	40	\$ 8,300	410	2	\$ 498	\$ 498	\$ 9,993
Subtotal Task 200	0	20	20	0	0	40	\$ 8,300	\$ 297	\$ 400	\$ 498	\$ 498	
Task 300 - Invasive Species Work Plan												
Invasive Species Work Plan	1	6	8	4	2	21	\$ 4,356	-	-	\$ 261	\$ 261	\$ 4,879
Subtotal Task 300	1	6	8	4	2	21	\$ 4,356	-	-	\$ 261	\$ 261	
Task 400 - Agency Coordination for Performance Standard Revision												
Agency Coordination	0.5	2	0	0	0	2.5	\$ 645	-	-	\$ 39	\$ 39	\$ 3,185
Memorandum	0.5	8	0	0	1	9.5	\$ 2,199	-	-	\$ 132	\$ 132	
Subtotal Task 400	1	10	0	0	1	12.00	\$ 2,844	-	-	\$ 171	\$ 171	
Task 500 - Unidentified Additional Services (optional)												
Unidentified tasks	-	-	-	-	-	-	\$ 5,000	-	-	-	-	\$ 5,000
Subtotal Task 500	-	-	-	-	-	-	\$ 5,000	-	-	-	-	

GRAND TOTAL	\$ 25,553
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Project title: Construction Contract Change Order No. 9 Request – Edgewater Bridge Creek Replacement Project in the amount of \$885,802.27

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 03/18/26
Action
Ordinance
Public hearing
Yes No

Budget amendment:
Yes No

PowerPoint presentation:
Yes No

Attachments:
C.O No. 9

Department(s) involved:
Public Works

Contact person:
Tom Hood

Phone number:
(425) 257-8809

Email:
thood@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Consideration: Construction Contract Change Order No. 9 Request

Project: Edgewater Creek Bridge Replacement

Partner/Supplier: Granite Construction Company

Location: Mukilteo Boulevard at Shore Avenue

Preceding action: [Bid Award](#) – 5/29/2024

Fund: Fund 303, Program 115

Fiscal summary statement:

The funding sources for this project are two Federal grants, and local matching funds. The programmed available funding, as established by City Ordinance No. 4002-24 is \$34,000,000.

Project summary statement:

This project is replacing the Edgewater Creek Bridge.

The original construction contract amount is \$25,409,890.66. Change Orders 1-8 added \$1,053,252.44 to the construction contract. Proposed Change Order 9 will add \$885,802.27 to the construction contract, resulting in a total revised construction contract amount of \$27,348,945.37.

Prior change orders added a total of 21 working days to the contract. Proposed Change Order 9 adds an additional 39 working days to contract completion time.

Recommendation (exact action requested of Council):

Approve Contract Change Order No. 9 to the Construction Contract with Granite Construction Company for the Edgewater Creek Bridge Replacement project in the amount of \$885,802.27 for a revised total amount not to exceed \$27,348,945.37.



Change Order No. 09

Change Order Effective Date: 02/18/2026

**CITY OF EVERETT
CHANGE ORDER**

<i>Project Title</i>	Edgewater Creek Bridge Replacement
Department	Public Works
Work Order No.	PW-3694
Contractor:	Granite Construction Company-PNW Region
Contract Award Date:	5/29/2024
City Staff Contact:	Keith Alewine
Change Order No.	09
Change Order Effective Date	02/18/2026

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$ 25,396,731.77	\$ 1,053,252.44	\$ 885,802.27	\$ 27,335,786.48
+ WSST	\$ 13,158.89	\$ 0.00	\$ 0.00	\$ 13,158.89
Total	\$ 25,409,890.66	\$ 1,053,252.44	\$ 885,802.27	\$ 27,348,945.37

CONTRACT TIME

Original Contract Time	310	Working Days <input checked="" type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	10/23/2024	
Cumulative adjustment to time by <i>prior</i> Change Orders	21	
Adjustment to time by <i>this</i> Change Order	39	
New Contract Time (<i>including</i> this Change Order)	370	

Change Order No. 09

Change Order Effective Date: 02/18/2026

Contractor and City agree as follows:

1. The scope of Work shall be changed to the extent described in Exhibit A.
2. The amount of this Change Order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The Contract Sum shall be adjusted as described in this Change Order.
3. Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or the Mayor's designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, as applicable to the Work, has been considered.
4. The Contract Time of the Contract shall be adjusted to the extent described in this Change Order.
5. Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice.
6. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.
7. Signature(s) on this Change Order may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature. This Change Order may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

Change Order No. 09

Change Order Effective Date: 02/18/2026

OWNER			
_____ Mayor Date: _____ Recommended By:		Attest: City Clerk Date: _____	Standard Document Approved as to Form Office of the City Attorney (5.13.22)
Construction Manager (if applicable) <i>Keith Alewine</i> Date: <u>2/18/2026</u>	Project Manager (if applicable) <i>David Evans</i> Date: <u>2.20.2026</u>	Engineering Manager (if applicable) <i>Tom Hood</i> Date: _____ 2/20/2026	Department Director <i>[Signature]</i> Date: <u>03-02-2026</u>
CONTRACTOR			
By _____ Date: _____ Officer			

Change Order No. 09

Change Order Effective Date: 02/18/2026

Exhibit A—Description of Changed Work

Underground Differing Site Condition (DSC) – New Item 228

This change order compensates the Contractor for removal of unknown underground obstructions, design effort, and installation of six micro-piles during installation of drilled pipe piles for the work bridge foundations.

Justification

The Contractor encountered two separate differing site conditions during installation of the work bridge foundations.

- Encountering Unknown Underground Timber Piles – The Contractor encountered multiple timber piles during drilling of steel pipe piles. The timber piles were not encountered during borings drilled during design nor were they identified in the Contract documents. The obstructions slowed down the construction progress significantly as access to the 80-foot-deep ravine was difficult. All foundations for the bridge were installed from the weight restricted existing bridge by a drilling machine.

During removal of the timber piles, the Contractor continuously encountered groundwater and caving soil conditions in the shafts that would require backfilling the shafts with controlled density fill (CDF) and reattempting to drill again the following day. Installation of temporary casing was prohibitive due to the presence of the timber piles.

- Encountering Softer Soil Conditions – During drilling of six work bridge shafts near the new Pier 3, the Contractor encountered much softer substrate conditions than were indicated in the boring logs BH-2A and BH-3A. Steel pipe piles were sinking under own weight with no bearing capacity at the tip elevation as was designed. This condition required redesigning the work bridge foundations. The Contractor redesigned the foundations by drilling one 70 foot deep 9" diameter micro-pile under each of the six piles to provide the design capacity demand.

Measurement and Payment

The extra effort by the Contractor during installation of work bridge piles were monitored and negotiated for a lump sum of **\$885,802.27** clear-all payment for conditions related to the DSC and is addressed in Serial Letter 56-2.

Contract Time:

The two DSC conditions mentioned above significantly impacted the duration of the contract. This change order grants the Contractor 39 additional working days and 54 bridge closure days.

Exhibit A

Project title: Adopt an Ordinance to Amend and Close a Special Improvement Project Entitled “ Kiwanis Park Renovations”, Fund 354, Program 090, as Established by Ordinance No. 4004-24

Council Bill #

CB 2602-10

Agenda dates requested:

Briefing
Proposed action 03/11/26
Proposed action 03/18/26
Consent
Action 03/25/26
Ordinance
Public hearing
Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Kimberly Moore

Phone number:

(425) 257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Kiwanis Park Renovations

Partner/Supplier: Landscape Structures Inc

Location: 36th and Rockefeller Ave , Everett, WA

Preceding action: Funding Ordinance [4004-24](#)

Fund: Fund 354, Program 090 (CIP3)

Fiscal summary statement:

The proposed Ordinance will amend and close the special improvement project for Kiwanis Park Renovations project. Ordinance 4004-24 provided amount of \$411,000. The closing ordinance will amend the funding to \$422,000 to capture all costs.

The project was budgeted for \$336,000 from CIP 3 and an \$86,000 grant from Snohomish County for the total project amount of \$422,000. The final cost for the project was \$388,156. The remaining balance of \$33,844 will be transferred back to CIP 3.

Project summary statement:

City of Everett has completed a replacement of the play equipment, playground surfacing, and the renovation of the sport court.

All work was completed on time and within budget and to the full satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance to amend and close a Special Improvement Project entitled “Kiwanis Park Renovations”, Fund 354, Program 090, as established by Ordinance No. 4004-24.



ORDINANCE NO. _____

An ORDINANCE to amend and close a special improvement project entitled “Kiwanis Park Renovations”, Fund 354, Program 090, as established by Ordinance No. 4004-24.

WHEREAS,

- A.** The special improvement project entitled “Kiwanis Park Renovations”, Fund 354, Program 090 was established to accumulate all costs for the improvement project.
- B.** The purpose of the fund has been accomplished.
- C.** There are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance 4004-24 which reads as follows:

The sum of \$411,000 is hereby appropriated to Fund 354, Program 090, Kiwanis Park Renovations” project.

A. Use of Funds	
Construction and Related Costs	\$ 411,000
Total	\$ 411,000
B. Source of Funds	
CIP 3	\$ 336,000
Snohomish County Grant—REET 2	\$ 75,000
Total	\$ 411,000

Be and the same is hereby amended to read as follows:

The sum of \$422,000 is hereby appropriated to Fund 354, Program 090, “Kiwanis Park Renovations”, as follows:

A.	Use of Funds	
	Construction and Related Costs	\$ 422,000
	Total Costs	\$ 422,000
B.	Source of Funds	
	Snohomish County Grant – REET 2	\$ 11,000
	Fund 354, Program 090 (CIP-3)	\$ 411,000
	Total Funds	\$ 422,000
C.	The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.	

Section 2. That the special construction fund, Fund No. 354, Program 090, entitled “Kiwanis Park Renovations” as established by Ordinance No. 4004-24 is hereby closed.

Section 3. That the final revenues and expenses for “Kiwanis Park Renovations”, Fund 354, Program 090, are as follows:

A.	REVENUES	
	CIP 3	\$ 336,000
	Snohomish County Grant—REET 2	\$ 75,000
	Snohomish County Grant—REET 2	\$ 11,000
	Total	\$ 422,000
B.	EXPENSES	
	CIP 3	\$ 302,156
	Snohomish County Grant—REET 2	\$ 86,000
	Transfer back into CIP 3	\$ 33,844
	Total	\$ 422,000

Section 4. That the remaining balance of \$33,844 to be transferred to CIP-3.

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6 The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the public and not to create or otherwise establish or designate any class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2026

Council President

Project title: An Ordinance Amending Ordinance No. 4023-24 Entitled “Main Library HVAC Replacement Project”, Fund 342, Program 041, to Accumulate all Project Costs for the Project

Council Bill #

CB 2602-11

Agenda dates requested:

Briefing
1st Reading 03/11/26
Proposed action 03/18/26
Consent
Action 03/25/26
Ordinance X
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance
Amendment

Department(s) involved:

Parks and Facilities
Library

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Main Library HVAC Replacement Project

Partner/Supplier: Apex Mechanical LLC

Location: 2702 Hoyt Ave

Preceding action: Funding Ordinance No. [4023-24](#)

Fund: 342, Program 041 (CIP 1)

Fiscal summary statement:

The source of funds for the project is CIP-1. Funding Ordinance No. 4023-24 provided funding for the design, engineering, and construction administration costs in the amount of \$360,000 for the Main Library HVAC Replacement. The amount of construction and project costs is estimated to be \$2,640,000. The total cost for the project is estimated at \$3,000,000.

Project summary statement:

The Main library’s 30-year-old heating, ventilation and air conditioning (HVAC) system has reached its useful life and requires replacement. Parks and Facilities intend to replace the HVAC system and controls at the Main Library. The library will remain open during construction.

Recommendation (exact action requested of Council):

Adopt an Ordinance Amending Ordinance No. 4023-24 “Main Library HVAC Replacement Project”, fund 342, program 041, to accumulate all project costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance No. 4023-24 a special construction project entitled “Main Library HVAC Replacement Project”, Fund 342, Program 041, to accumulate all costs for the project

WHEREAS,

- A. Ordinance No. 4023-24 was established to fund full design and construction administration of the project.
- B. The City Council recognizes the need for additional funding to complete the construction and project costs of the project.
- C. The City Council recognizes the need to provide adequate facilities for its employees and the public.
- D. The City Council recognizes the need to maintain existing City owned properties.
- E. The City council recognizes the need to meet the new legislative requirements pertaining to the reduction in energy use in commercial buildings.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction project is hereby established as Fund 342, Program 041, and shall be entitled “Main Library HVAC Replacement Project” to accumulate all project costs for the project.

Section 2. Section 4 of Ordinance No. 4023-24 which reads as follows:

The sum of \$360,000 is hereby appropriated to Fund 342, Program 041, “Main Library HVAC Replacement Project” as follows:

A. Use of Funds	
<u>Design</u>	<u>\$360,000</u>
Total	\$360,000

B. Source of Funds

<u>CIP 1</u>	<u>\$360,000</u>
Total	\$360,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Be and the same is hereby amended to read as follows:

The sum of \$3,000,000 is hereby appropriated to fund 342, Program 041 “Main Library HVAC Replacement Project”.

A. Use of Funds

Design and Engineering	\$ 360,000
<u>Construction</u>	<u>\$2,640,000</u>
Total	\$3,000,000

B. Source of Funds

<u>CIP 1</u>	<u>\$3,000,000</u>
Total	\$3,000,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.



Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance Creating a Special Construction Project Entitled "Police Property Room Facility Tenant Improvement", Fund 342, Program 056, to Accumulate Design Costs for the Project

Council Bill #

CB 2602-12

Agenda dates requested:

Briefing
1st Reading 03/11/2026
Proposed action 03/18/2026
Consent
Action 03/25/2026
Ordinance **X**
Public hearing
Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

Funding Ordinance

Department(s) involved:

Parks and Facilities
Police

Contact person:

Kimberly Moore

Phone number:

425-257-8305

Email:

kmoore@everettwa.gov

Initialed by:

KBM

Department head

Administration

Council President

Project: Police Property Room Facility Tenant Improvement

Partner/Supplier: Botesch, Nash & Hall Architects, P.S.

Location: 3310 Paine Ave

Preceding action: None

Fund: 342, Program 056 (CIP 1)

Fiscal summary statement:

The proposed Funding Ordinance will provide funding for the design and construction administration costs for the newly acquired Police Property Room Facility Tenant Improvement building located at 3310 Paine Avenue. The source of funds will be from Fund 342, Program 056 (CIP 1). All related design costs are estimated at \$300,000.

Project summary statement:

The City of Everett intends to relocate the Police Property Room from its current leased location to the newly acquired building located at 3310 Paine Avenue which is now a City owned property. The scope of service includes schematic, architectural, and engineering designs, permitting, and construction documents for the renovation of the building to meet all the necessary requirements for the storage of police evidence.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a special construction project entitled "Police Property Room Facility Tenant Improvement", fund 342, program 056, to accumulate design costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special construction project entitled “Police Property Room Facility Tenant Improvement”, Fund 342, Program 056, to accumulate design costs for the project

WHEREAS,

- A.** The City Council recognizes the need to provide adequate facilities for its Police evidence storage needs and its employees.
- B.** The City Council recognizes the need to improve the newly acquired facility located at 3310 Paine Avenue.
- C.** The City council recognizes the need to meet the new legislative requirements pertaining to the long-term storage requirements of Police evidence.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction project is hereby established as Fund 342, Program 056, and shall be entitled “Police Property Room Facility Tenant Improvement” to accumulate design costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 056 for the special construction project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$300,000 is hereby appropriated to Fund 342, Program 056, “Police Property Room Facility Tenant Improvement” as follows:

A. Use of Funds	
<u>Design</u>	<u>\$300,000</u>
Total	\$300,000
B. Source of Funds	
<u>CIP 1</u>	<u>\$300,000</u>
Total	\$300,000

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660, and 14.16.700, improving administration of late utility payments.

Council Bill # *interoffice use*

CB 2603-13

Agenda dates requested:

Briefing	3/11/26
Proposed action	3/18/26
Consent	
Action	3/25/26
Ordinance	X
Public hearing	
Yes	X No

Budget amendment:

Yes	X No
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PowerPoint presentation:

Yes	X No
-----	------

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

425-257-8942

Email:

Rsass@everettwa.gov

Initialed by:*RLS*

Department head

Administration

Council President

Project: Ordinance to improve administration of late utility payments

Partner/Supplier: N/A

Location: Citywide

Preceding action: Ordinance No. 4152-25, approved [12/17/25](#)

Fund: 401 – Water & Sewer Utility Fund

Fiscal summary statement: The proposed changes relate to the administration of past due utility accounts without changing the amounts of any cost recovery fines or penalties so financial impacts should be de minimis.

Project summary statement: This proposed ordinance would:

- Keep alignment of due dates for water and sewer billing
- Change date of account delinquency to 6 days past due from 10 days
- Change potential service shut off date to 21 days past due from 30 days
- Allow for service restoration when past due amounts are paid, and not requiring payment of upcoming month's charges

Ordinance No. 4152-25 implemented some changes to the utility's billing and collection practices. Prior to the approval of the Ordinance, the Everett Municipal Code (EMC) had different due dates for water bills and sewer bills which needed to be corrected as customers receive a single consolidated bill for water and sewer services. This change was appropriate and necessary.

Under the existing timeline established by Ordinance 4152-25, the account becomes delinquent 10 days after the bill becomes past due. This proposed Ordinance seeks to change that from 10 days to 6 days. This preserves a reasonable grace period for customers while ensuring that billing staff can contact customers and make payment arrangements before the next bill is generated.

Additionally, Ordinance 4152-25 requires a utility account to remain delinquent for 30 days before it becomes eligible for service shutoff. However, by the time an account reaches that date, the customer has already generated an additional past due bill that increases the amount due to restore service. The proposed change reduces the required delinquency period from 30 days to 21 days which better aligns with the City's billing timeline. The adjustment ensures that the amount used to determine shutoff eligibility matches the amount customers must pay to restore service and helps prevent additional arrears from accruing before action can be taken.

An additional change staff would like to propose relates to resuming service when water has been shut off. Currently the EMC requires that all past due amounts and outstanding charges (amounts recorded but not past due) be paid in full before service is restored. This may result in a hardship for an individual customer who must pay for charges that may not be due for 20 more days to restore service immediately. Staff proposes that the EMC be amended to only include the past due amounts to lower the cost of restoring service.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending EMC 14.04.160, 14.16.650, 14.16.660, 14.16.700, improving administration of late utility payments.

ORDINANCE NO. _____

An ORDINANCE relating to due dates for utility billing, amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660 and 14.16.700.

WHEREAS,

- A. Ordinance 4152-25 was passed on 12-17-2025 and revised the utility bill “payment due” date to on or before the twentieth day after the bill date. This corrected an inconsistency between the water bill and the sewer bill language on due dates.
- B. Ordinance 4152-25 also made additional changes to when a bill becomes delinquent and when a service shut off may occur due to nonpayment.
- C. Since the language included in Ordinance 4152-25 was adopted by amendments from the dais, it also included a provision delaying implementation for 90 days to provide time for staff to evaluate the changes and recommend improvements to the ordinance.
- D. The following amendments are recommended by staff.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.04.160 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.04.160. Billings.

All bills for sewage disposal service shall be rendered monthly and shall become due and payable at the office of the city treasurer on or before the twentieth day after date shown on monthly billing and ~~six ten~~ days thereafter the account shall become delinquent.

Section 2. EMC 14.16.270 is hereby amended as follows, with underlined test added and strikethrough text deleted:

14.16.270 Resuming Service.

Should it be desired to resume water service to a premises after the service has been shut off, a written notice by the owner or the owner’s authorized agent shall be given to the utilities division, after which the water shall be turned on, provided payment in full has been rendered to the utilities division for all arrears and past due charges ~~outstanding charges~~ against the premises and the owner thereof.

Section 3. EMC 14.16.650 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.650. Monthly charges—Dates due and payable.

- A. All water accounts shall be sent a statement of charges on a monthly basis.
- B. All water accounts shall be due and payable not later than the twentieth day after the date shown on the monthly statement, and ~~six ten~~ days thereafter shall become delinquent.

Section 4. EMC 14.16.660 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.660. Service shut-off and penalty for delinquent charges.

If ~~the account payment for water charges shall~~ becomes delinquent, and remains delinquent for 21 ~~30~~ days, water service may be shut off from the premises of any owner, tenant or occupant of the same until all arrears have been paid together with the penalty charge for the expense incurred for processing, inspection, shutting off and turning on the service, in the amount established under the current water rates and charges schedule.

Section 5. EMC 14.16.700 is hereby amended as follows, with underlined text added and strikethrough text deleted:

14.16.700. Water service shut-off for nonpayment of sewer.

The utilities division shall have the right to discontinue water service to any premises whose utility account has ~~which shall have~~ become delinquent and remains delinquent for 21 ~~30~~ days in the payment of charges for sewer service provided to said premises by the utilities division and shall not be obligated to resume water service until such time that all sewer service charges together with arrears and penalty charges have been paid for the premises.

Section 6. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 7. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 8. The enactment of this Ordinance shall not affect any case, proceeding, appeal, or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 9. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO. _____

An ORDINANCE relating to due dates for utility billing, amending EMC 14.04.160, 14.16.270, 14.16.650, 14.16.660 and 14.16.700.

WHEREAS,

- A. Ordinance 4152-25 was passed on 12-17-2025 and revised the utility bill “payment due” date to on or before the twentieth day after the bill date. This corrected an inconsistency between the water bill and the sewer bill language on due dates.
- B. Ordinance 4152-25 also made additional changes to when a bill becomes delinquent and when a service shut off may occur due to nonpayment.
- C. Since the language included in Ordinance 4152-25 was adopted by amendments from the dais, it also included a provision delaying implementation for 90 days to provide time for staff to evaluate the changes and recommend improvements to the ordinance.
- D. The following amendments are recommended by staff.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.04.160 is hereby amended as follows:

14.04.160. Billings.

All bills for sewage disposal service shall be rendered monthly and shall become due and payable at the office of the city treasurer on or before the twentieth day after date shown on monthly billing and six days thereafter the account shall become delinquent.

Section 2. EMC 14.16.270 is hereby amended as follows:

14.16.270 Resuming Service.

Should it be desired to resume water service to a premises after the service has been shut off, a written notice by the owner or the owner’s authorized agent shall be given to the utilities division, after which the water shall be turned on, provided payment in full has been rendered to the utilities division for all arrears and past due charges against the premises and the owner thereof.

Section 3. EMC 14.16.650 is hereby amended as follows:

14.16.650. Monthly charges—Dates due and payable.

- A. All water accounts shall be sent a statement of charges on a monthly basis.
- B. All water accounts shall be due and payable not later than the twentieth day after the date shown on the monthly statement, and six days thereafter shall become delinquent.

Section 4. EMC 14.16.660 is hereby amended as follows:

14.16.660. Service shut-off and penalty for delinquent charges.

If the account becomes delinquent, and remains delinquent for 21 days, water service may be shut off from the premises of any owner, tenant or occupant of the same until all arrears have been paid together

with the penalty charge for the expense incurred for processing, inspection, shutting off and turning on the service, in the amount established under the current water rates and charges schedule.

Section 5. EMC 14.16.700 is hereby amended as follows:

14.16.700. Water service shut-off for nonpayment of sewer.

The utilities division shall have the right to discontinue water service to any premises whose utility account has become delinquent and remains delinquent for 21 days in the payment of charges for sewer service provided to said premises by the utilities division and shall not be obligated to resume water service until such time that all sewer service charges together with arrears and penalty charges have been paid for the premises.

Section 6. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 7. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 8. The enactment of this Ordinance shall not affect any case, proceeding, appeal, or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 9. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “PGSF WMVD Storm and Combined Sewer Improvements” Fund 336, Program 037 and repealing Ordinance No. 3967-23.

Council Bill #

CB 2603-14

Agenda dates requested:Briefing, 1st Reading 03/18/26

Proposed action 03/25/26

Consent

Action 04/01/26

Ordinance

Public hearing

Yes No**Budget amendment:**Yes No**PowerPoint presentation:**Yes No**Attachments:**

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Initialed by:*RLS*

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** PGSF WMVD Storm and Combined Sewer Improvements**Partner/Supplier:** TBD**Location:** Port Gardner Storage Facility**Preceding action:** [Ordinance No. 3967-23, approved 9/6/23](#)**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

Ordinance No. 3967-23 authorized \$4,500,000 for the design of improvements. Currently, a new funding Ordinance is necessary for the construction phase of the project. This Ordinance will authorize an additional \$113,000,000 to be programmed for the construction phase of the project.

Ordinance 3967-23 will be repealed and replaced with the following appropriations:

Design Phase (previously programmed)	\$ 4,500,000
Construction Phase (proposed)	<u>\$113,000,000</u>
Total project costs	\$117,500,000

The total programmed available funding for design and construction of the project will be \$117,500,000.

The funding source for the newly programmed amount will be as follows:

Fund 401 – Water and Sewer Utility	\$117,500,000
------------------------------------	---------------

The Public Works Department is actively pursuing grant funding. If awarded, this will reduce local contributions to project funding.

Project summary statement:

As a component of the PGSF program, this project is necessary to comply with the Agreed Order with the Department of Ecology for reduction of Combined Sewer Overflow (CSO) events. This project, to be constructed along the WMVD corridor in two separate contracts, includes the design and construction of new large-diameter storm and combined sewer infrastructure and rehabilitation/replacement of an existing 48-inch water main for combined sewer, as well as crossing pipelines under railroad tracks.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “PGSF WMVD Storm and Combined Sewer Improvements” Fund 336, Program 037 and repealing Ordinance No. 3967-23.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “PGSF WMVD Storm and Combined Sewer Improvements” Fund 336, Program 037, to accumulate all costs for the improvement and repealing Ordinance No. 3967-23.

WHEREAS,

- A.** The City of Everett is committed to a planned stormwater and sewer system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new facilities on West Marine View Drive to comply with emerging regulations.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 037, entitled “PGSF WMVD Storm and Combined Sewer Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3967-23 is hereby repealed.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$117,500,000 is hereby appropriated to Fund 336, Program 037, “PGSF WMVD Storm and Combined Sewer Improvements” as follows:

A. Estimated Project Design and Construction Costs	\$117,500,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$117,500,000

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



To: City Council Members
From: Cassie Franklin, Mayor
Re: Appointment to Boards and Commissions
Date: March 5, 2026

Everett City Council Members,

It is my recommendation that the following applicant be appointed to a City of Everett Board or Commission (more information attached).

To the Historical Commission

- Brooke Eidem, Position 5- term expiring 12/31/2027

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie Franklin'.

Cassie Franklin
Mayor, City of Everett

c. Jennifer Gregerson and Chelsea Monroe

Office of the Mayor
CASSIE FRANKLIN

2930 Wetmore Ave., Ste. 10-A
Everett, WA 98201

425.257.7115
425.257.8729 fax

everettwa.gov

From: [Angela Ely](#)
To: [Marisa Manibusan](#)
Cc: [David Hall](#); [Jennifer Gregerson](#); [DL-Council](#)
Subject: FW: [EXTERNAL] The Funko Field Option - The Everett School District
Date: Wednesday, March 18, 2026 2:50:19 PM

Category 2: Sensitive information

Hello,

Please submit the email below as written comment for the record at this evenings Council meeting.

Thank you,
Angie

Category 2: For official use only / disclosure permissible by law.

From: john martin <jmartinnoj@hotmail.com>
Sent: Wednesday, March 18, 2026 1:30 PM
To: Angela Ely <AEly@everettwa.gov>
Cc: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] The Funko Field Option - The Everett School District

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Everett City Council Meeting
March 18, 2026
Comments for the Public Record
And Council Meeting Packet

Angela Ely
Executive Assistant | Everett City Council
425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201
AEly@everettwa.gov

Dear Angela Ely,

I just wanted to make sure that the email that follows is included as part of the council meeting packet for the March 18, 2026, Everett City Council Meeting.

Thank you.

Best Regards,

John E. Martin
Mountlake Terrace, Washington
425-361-2854
jmartinnoj@hotmail.com

Dear Everett City Councilmember Erica Weir, Position 1, Councilmember Paula Rhyne, Position 2, Councilmember Don Schwab, Position 3 Councilmember Luis Burbano, Position 4 Councilmember Ben Zarlingo, Position 5, Councilmember Scott Bader (At Large), and Councilmember Judy Tuohy (At Large)

The Funko Field Option

An investment in Funko Field is an investment in the Everett Community, the Everett School District, and the Everett Youth Athletics Programs.

Funko Field has been used by the Everett Community College **Trojans**, the Cascade High School **Bruins**, the Everett High School **Seagulls**, the Jackson High School **Timberwolves**, the Everett **Merchants** League (summer collegiate), **boys and girls ages 8 to 14**, and even the Puget Sound **Senior Baseball** League (Ages 18-65+ All Skill Levels), which played an All-Star game against the Everett Merchants at Funko Field in July of 2025.

The Funko Field Option adds new amenities to the Everett School District facility.

These include facilities for female team staff and umpires, Female Staff Lockers, Umpire Lockers, training rooms for the home and visiting teams, new spectator restrooms and a bleacher structures, bathroom access from dugouts, specified location of bullpens, and the opportunity for roof deck fan amenity space.

These amenity upgrades were presented in April, 2024, by AECOM Hunt in a feasibility study for the Funko Field Option.

<https://www.everettwa.gov/DocumentCenter/View/38294/PUBLIC-Funko-Field-Renovation-Feasibility-Study-Final---April-2024>

The issue is not yet resolved and the Everett City Council must still vote yes or no on the new stadium.

There may also be substantial financial rewards for the Everett School District from **The Funko Field Option**.

I feel the Everett School Board should proactively consider all opportunities to increase district revenue as part of the long term planning process, while ensuring that any decisions align with the best interests of the students and community.

The exodus of the Mariners farm team, the AquaSox, would probably not cause significant economic disruption in the City of Everett or Snohomish County, especially in light of the experience of other cities.

Bellingham is an example of a city that experienced the exodus of a professional baseball farm team, specifically, the Bellingham Mariners (or “Baby M’s”), who played at Joe Martin Field in Bellingham from 1977 through 1994.

Between 1995 and 2025 Bellingham and Whatcom County added 36,900 non-farm jobs, increasing 62% from 60,300 to 97,200, faster than both the State of Washington and Everett, Washington.

In Whatcom County, median household income increased from \$34,893 in 1995 to \$78,796 in 2022, with average annual pay rising from \$22,357 in 1995 to roughly \$69,000 in 2024.++

Bellingham grew for a thirty year period after the “Baby M’s” left.

Clearly, Bellingham, Washington is a city that saw the exodus of a Mariners farm team and did not suffer economically.

The Funko Field Option is, far far and away, the best investment option.

You are encouraged to look at the following links and, as a citizen, **share your ideas** about

The Funko Field Option.

<https://martinmusic.biz/contact/everett-stadium-investigation/#MEMORIAL>

<https://martinmusic.biz/contact/everett-stadium-investigation/#YOUTH>

<https://martinmusic.biz/contact/everett-stadium-investigation/#NAME>

Thank you.

Best Regards,

John E. Martin

Mountlake Terrace, Washington

425-361-2854

jmartinnoj@hotmail.com

<https://martinmusic.biz/contact/everett-stadium-investigation/>

No frogs downtown.

<https://martinmusic.biz/contact/no-frogs-downtown-2/>

Democracy works when people participate

From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Wednesday, March 18, 2026 5:52:29 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City Council virtual public comment registration form

Instructions

All community participants must fill out the online speaker sheet completely. For assistance, please contact the council office at 425-257-8703 or Aely@everettwa.gov.

Participants must submit this form at least 30 minutes prior to the meeting by 6 pm for 6:30pm meetings and 12pm for 12:30pm meetings.

After the public comment form is submitted, the community member will receive an email confirmation with the Zoom link and phone number to the meeting.

Forms submitted after that time will not receive the Zoom link/number to speak, but may still participate the day of the meeting by submitting comments to Council@everettwa.gov.

I understand	I have read the form instructions and understand
First and last name	John Peoples
Address	Everett, Wash.
District	District 5
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	jethro302@yahoo.com
Phone number	(240) 434-6817
Agenda date	3/18/2026
What is the topic you	Public comment

wish to speak about?

Please be specific
about the topic of your
public comment

America250, 'Land Acknowledgement', council ethics

Participating in a city council meeting:

1. Each person is responsible for their internet or phone connection to the meeting; no action will be invalidated on the grounds that the loss of or poor quality of a person's individual connection prevented the speaker from participating in a meeting.
2. Participants need to join by the beginning of meeting for non-agenda items or before their agenda item they wish to speak about.
3. All speakers must respect the 3-minute time limit to allow everyone an opportunity to speak.
4. The meeting host will give participants the ability to unmute themselves and turn on their camera when it is their time to speak.
 - Participants will mute their microphone when not speaking.
 - Participants connecting via the Zoom app are expected to turn on their device's camera when it is their turn to speak, if possible.
5. Speakers must connect to Zoom using the same name or phone number listed on this form in order to be called on when it is their time to speak.
6. City staff may direct the muting or temporarily disconnect a participant if the subject is disruptive, makes inappropriate remarks or speaking when not recognized.
7. The following comments are not allowed: comments on any kind of campaigning – whether for or against ballot measures or candidates running for office; comments focused on PERSONAL MATTERS that are unrelated to City business.
8. Once public comments are completed, Zoom will be closed, but you may continue to watch the meeting by going to [City of Everett - YouTube](#).

[ADA Information and Requests](#). Please email Angela Ely at aely@everettwa.gov or call 425-257-8703 if you need accommodations participating in Council public comment.

I agree

I have read and agree to the participation requirements.

Email not displaying correctly? [View it in your browser.](#)



EVERETT CITY COUNCIL
Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at everettwa.gov/city council. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 3/18/24
NAME (required): JASON BROCK
CITY (required): STANWOOD ZIP (required): 98292
EMAIL (optional): PHONE (optional):
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

[X] YES - the comment period will follow the agenda item
AGENDA ITEM #: 3
[] NO - speak during general public comment, topic you would like to speak on:



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DATE: 3/18/24
NAME (required): Janean
CITY (required): Everett ZIP (required): 98203
EMAIL (optional): PHONE (optional):
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

YES - the comment period will follow the agenda item
AGENDA ITEM #:
NO - speak during general public comment, topic you would like to speak on:
Planning Permitted



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: MARCH 18, 2026
NAME (required): KATHLEEN BURGLER
CITY (required): EVERETT ZIP (required): 98201
EMAIL (optional): Kathburgler@proton.me PHONE (optional):
DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

[] YES - the comment period will follow the agenda item
AGENDA ITEM #:
[x] NO - speak during general public comment, topic you would like to speak on:
ICE

Port Gardner Storage Facility (PGSF)

City Council Meeting

March 18, 2026



EVERETT

WASHINGTON

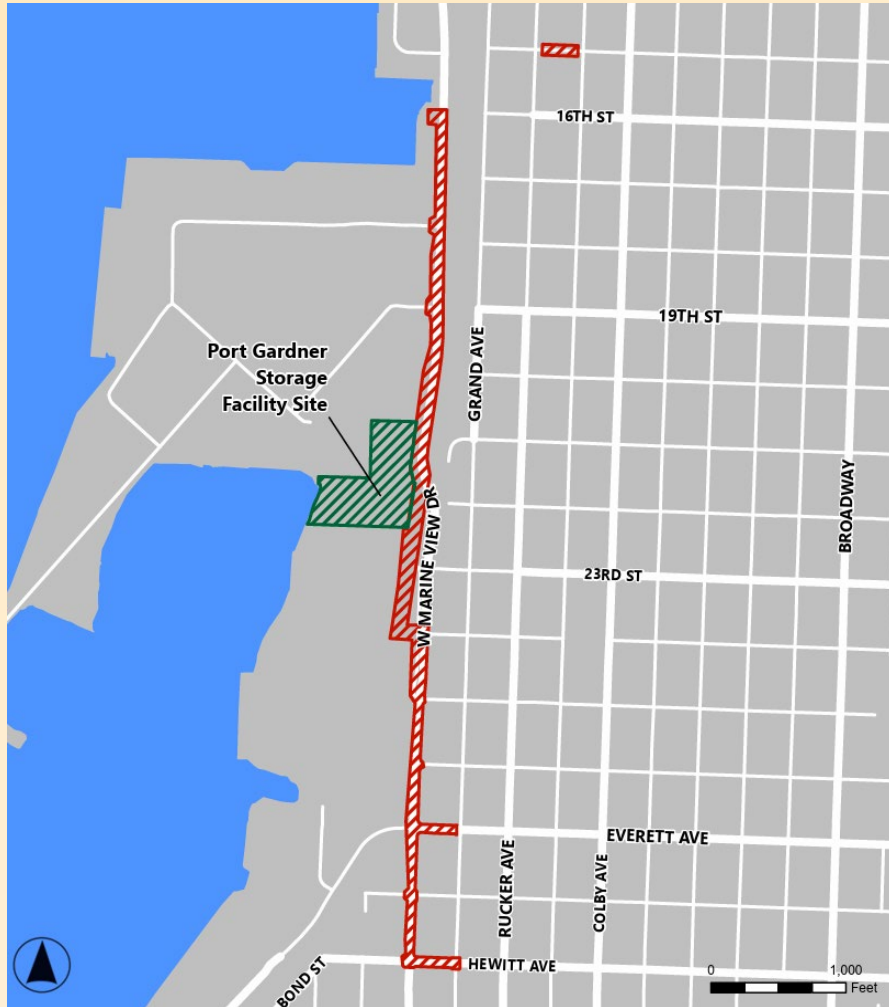
State requirements

Agreed order between Department of Ecology and City of Everett

- Reduce combined sewer overflows (CSOs) to no more than one per year
- Accomplished by treating stormwater from separated stormwater systems and discharging stormwater effluent to a deepwater outfall through a new pump station
- Complete and operational facilities by December 31, 2027



PGSF components



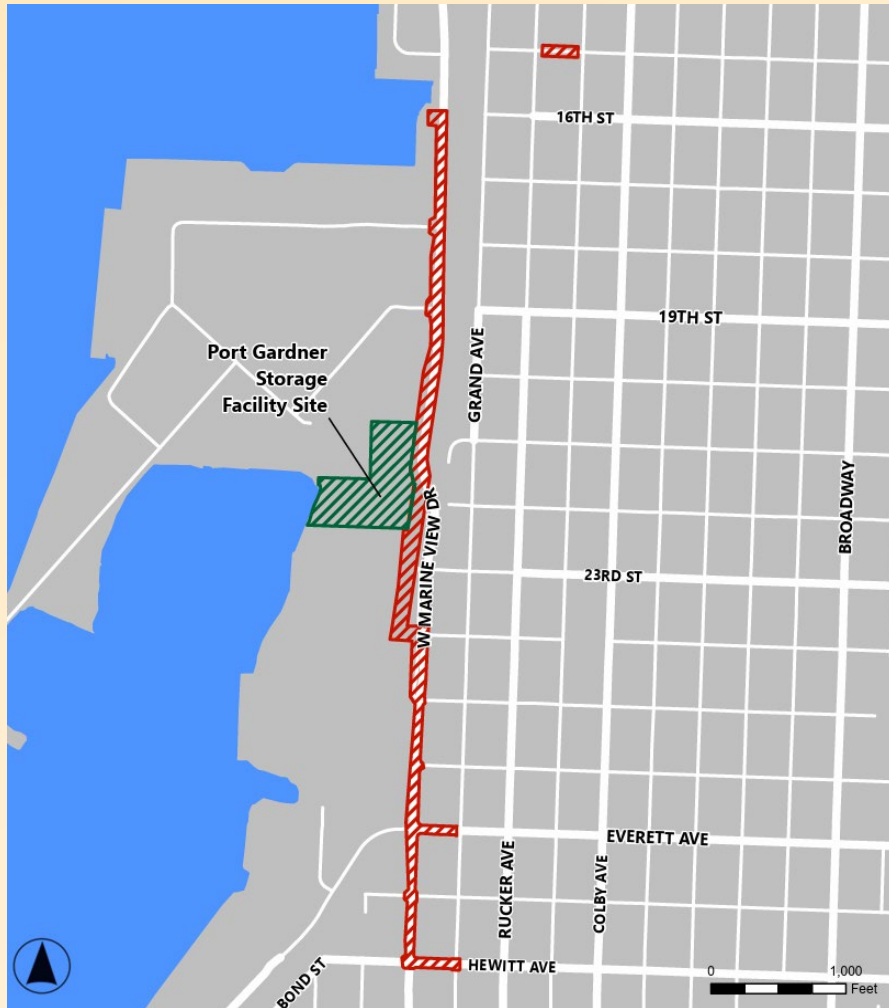
- Former Kimberly Clark site
- West Marine View Drive (WMVD) conveyance projects

PGSF site facility – reuse of infrastructure



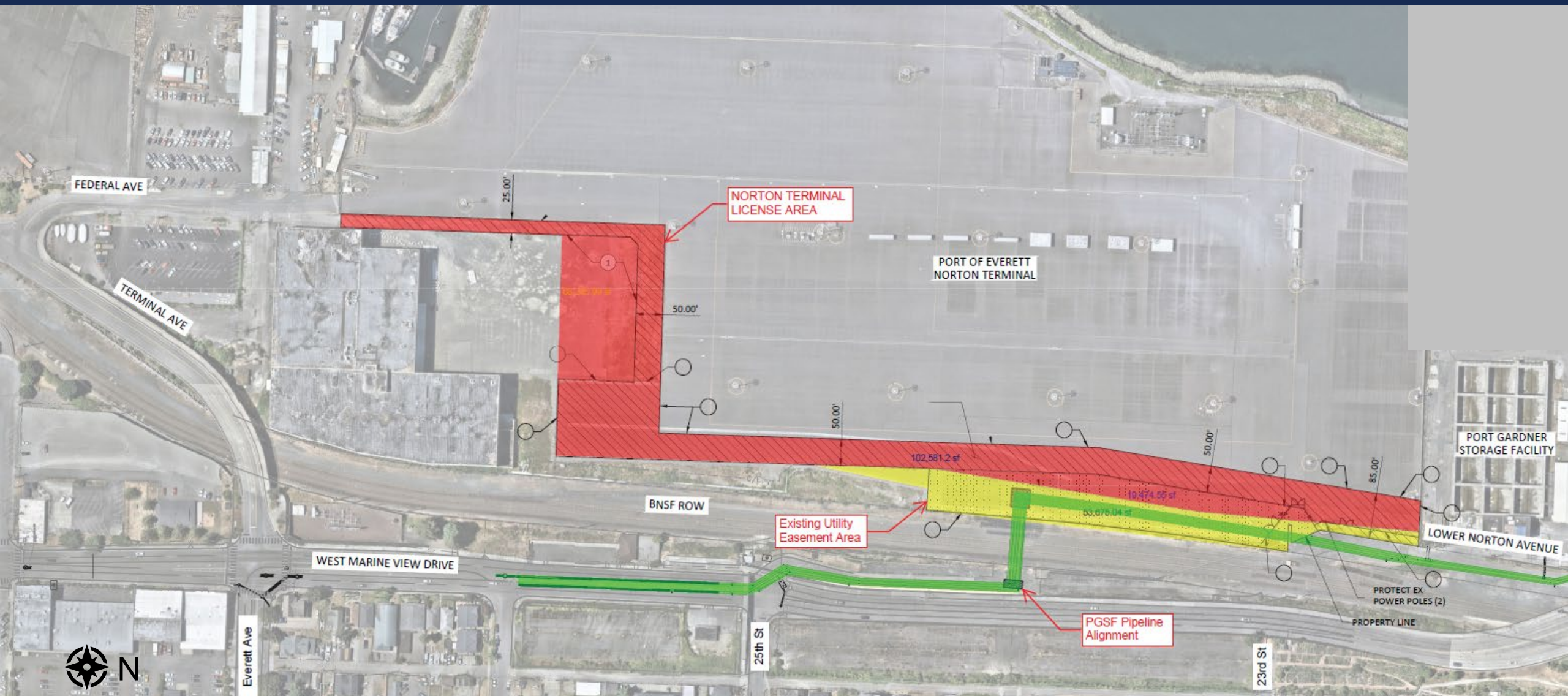
- Facility constructed in 1980, decommissioned in 2012
- Joint deepwater outfall with Water Pollution Control Facility (WPCF)
- Use of existing on-site structures is more cost effective than building a new facility
- Currently under construction
 - \$150 M project cost
 - Project Labor Agreement (PLA)

PGSF conveyance projects - WMVD



- Route combined sewer and stormwater to PGSF site facility
 - Large diameter pipelines along WMVD
 - Crossing of BNSF tracks
 - Construction easements from BNSF and Port of Everett
- Two construction projects
 - Total project cost \$117M
 - PLA on larger project

Easements required





License area for
Construction Access

W Marine View Dr

GAPB

License Area for
Laydown/Staging



PGSF – upcoming council items

- Plans and Systems ordinance for two conveyance projects (first reading tonight)
- Consultant professional service agreements
- License (easement) agreements with Port of Everett and BNSF
- Call for bids – two conveyance projects
- Award of contracts



Expected outcome

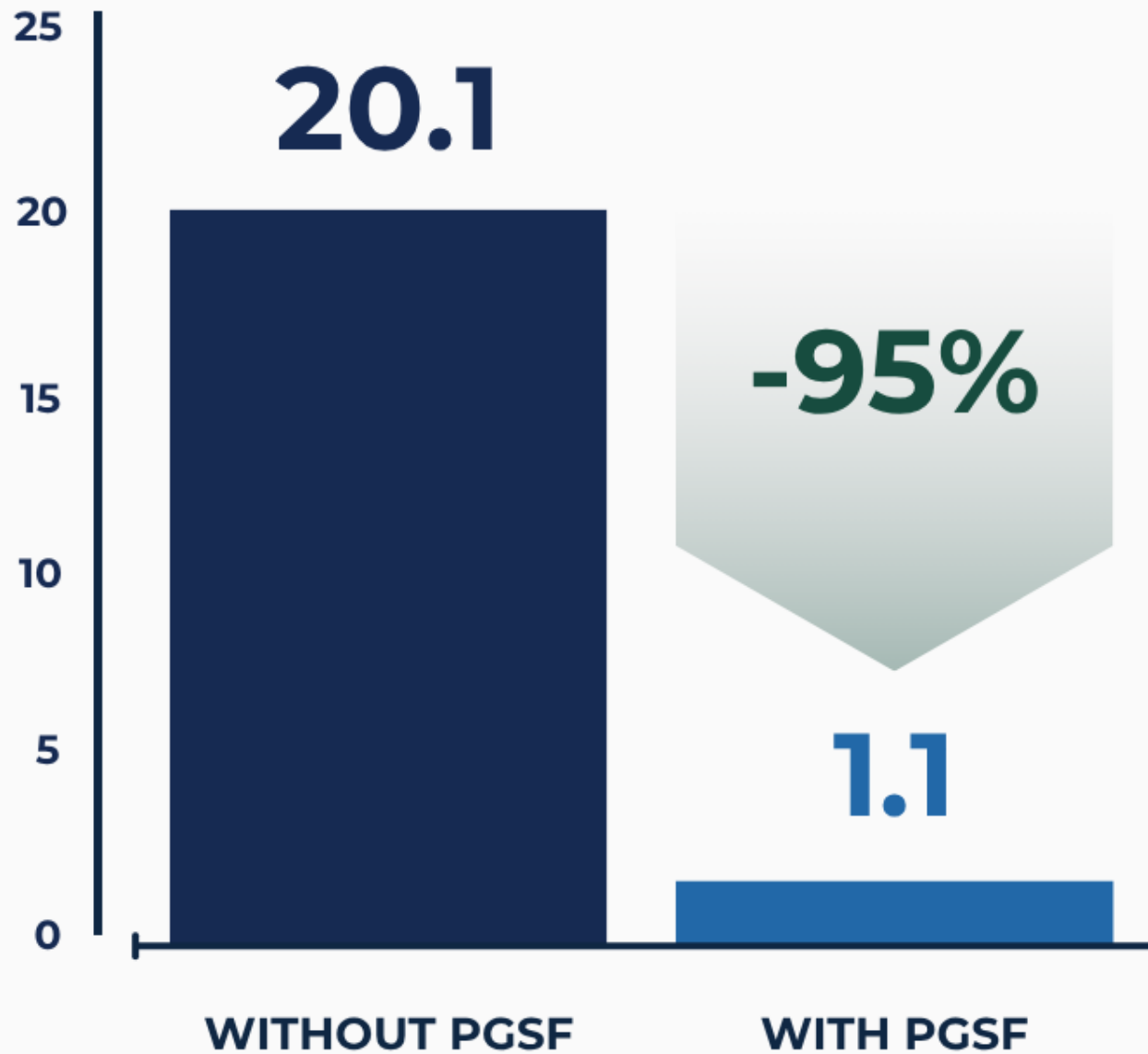
Based on long-term simulation modeling

- Program meets agreed order
 - Minimum of 2-3 million gallons (MG) of storage required
 - Approximately 7 MG of storage available
 - Greater reduction in CSO events than required by agreed order



Combined sewer overflow into Port Gardner Bay

Million gallons per year



QUESTIONS?

